

(i)

IN THE  
SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1968

No. 585

THE SINCLAIR COMPANY,  
*Petitioner,*

v.

NATIONAL LABOR RELATIONS BOARD,  
*Respondent.*

ON WRIT OF CERTIORARI TO THE  
UNITED STATES COURT OF APPEALS  
FOR THE FIRST CIRCUIT

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UNITED STATES COURT OF APPEALS  
For the First Circuit

[Caption Omitted in Printing]  
RELEVANT DOCKET ENTRIES

Jan. 22, 1968 - Petition for enforcement filed and case docketed. Notice mailed to respondent.

Jan. 24, 1968 - Appearances of Edward J. Simerka, Eldred A. Gentry and Stanley, Smoyer & Schwartz for respondent, filed.

Jan. 29, 1968 - Notice, service acknowledged returned and filed.

Jan. 31, 1968 - Appearance of Marcel Mallet-Prevost attorney for petitioner filed.

Feb. 28, 1968 - Answer filed by respondent. Notice mailed to petitioner. Certified list filed.

March 4, 1968 - Notice, service acknowledged returned and filed.

March 11, 1968 - Stipulation for Joint appendix approved (Aldrich, Ch. J.) and filed.

April 15, 1968 - Joint motion re form and time of filing briefs approved (Aldrich, Ch. J.) and filed. Brief and record appendix of petitioner filed by leave of Court.

April 16, 1968 - Transcript and two xerox copies thereof and one set of original exhibits filed by leave of Court.

April 29, 1968 - Assigned for hearing, May, 1968, session.

May 2, 1968 - Record appendix to respondent's brief filed.

May 3, 1968 - Respondent's brief filed.

May 8, 1968 - Appearance of Peter M. Giesey attorney for petitioner filed.

May 8, 1968 - Heard before Aldrich, McEntee and Coffin, JJ.

July 3, 1968 - Decree: The order of the National Labor Relations Board of May 2, 1967, is hereby affirmed and enforced. Opinion of the Court by McEntee, Circuit Judge.

Sept. 9, 1968 - Certified copy of record appendices, designated portions of transcript and proceedings in Court of Appeals to Supreme Court.

Oct. 2, 1968 - Notice of filing petition for certiorari (9/28/68) filed.

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**EXCERPTS FROM PROCEEDINGS IN  
BOARD NOS. 1-CA-8266 & 1-RC-8713**

**(1)**

**Before the  
NATIONAL LABOR RELATIONS BOARD  
First Region**

**In the matter of  
The Sinclair Company  
and**

**General Teamsters, Chauffeurs,  
Warehousemen and Helpers,  
Building Materials, Heavy &  
Highway Construction Employ-  
ees, Local No. 404, an Affiliate  
of International Brotherhood  
of Teamsters**

**Case Nos:  
1-CA-8266  
1-RC-8713**

**Courtroom  
Third Floor  
U.S. Post Office Building.  
Springfield, Mass.**

**Tuesday, 4 October, 1966**

**The above-entitled matter came on for hearing, pursuant  
to notice, at 10:00 o'clock a.m.**

**BEFORE:**

**Louis Libbin, Esq., Trial Examiner.**

**APPEARANCES:**

Perry Panos, Esq., J.F. Kennedy Federal Building, Boston, Mass., appearing on behalf of Counsel for the General Counsel.

Frederick C. Cohen, Esq., J.F. Kennedy Federal Building, Boston, Mass., appearing on behalf of Counsel for the General Counsel.

Carmin Napoli, President & Business Representative, 549 Chestnut St., Springfield, Mass., appearing on behalf of Local No. 404, the Charging Party.

[2]

Edward J. Simerka, Esq., Stanley, Smoyer & Schwartz, 1270 Union Commerce Building, Cleveland, Ohio, appearing on behalf of The Sinclair Company, the Respondent.

David H. Sinclair, President, Sixty Appleton St., Holyoke, Mass., appearing on behalf of The Sinclair Company, the Respondent.

[4]

**PROCEEDINGS**

**TRIAL EXAMINER LIBBIN:** All right. The hearing will come to order. This is a formal hearing before the National Labor Relations Board in the matter of the Sinclair Company, Case Nos. 1-CA-8266 and 1-RC-8713. The Trial Examiner conducting this hearing is Louis Libbin. Will counsel and other representatives for the parties please state their appearances for the record.

**MR. PANOS:** Perry G. Panos and Frederick C. Cohen, Counsel for the General Counsel, John F. Kennedy Federal Building, Cambridge and New Sudbury Streets, Boston, Mass.

**TRIAL EXAMINER:** All right. For the Respondent.

**MR. SIMERKA:** Edward J. Simerka, Stanley, Smoyer & Schwartz, 1270 Union Commerce Building, Cleveland, Ohio and David H. Sinclair, President of the Sinclair Company, sixty Appelton Street, Springfield or rather Holyoke, Mass.

**TRIAL EXAMINER:** Are there any other appearances?

**MR. NAPOLI:** Carmin Napoli, Teamsters Local No. 404, 549 Chestnut Street, Springfield, Mass.

**TRIAL EXAMINER:** What is your position, your title?

**MR. NAPOLI:** President and Business Representative.

**TRIAL EXAMINER:** All right. Mr. Panos, are you ready to proceed?

**MR. PANOS:** Yes, sir. Mr. Trial Examiner, I have marked for identification the formal papers as General Counsel's [5] exhibit 1(a) through 1(t). General Counsel's Exhibit 1(t) being the Index and Description of the formal documents. I have shown them to the parties and I would like to offer them into evidence as General Counsel's exhibit 1(a) through 1(t).

**TRIAL EXAMINER:** Is there any objection?

**MR. SIMERKA:** No objection from the respondents.

**TRIAL EXAMINER:** All right. They will be received.

(The documents above-referred to, were marked General Counsel's exhibits 1(a) through 1(t) and were received in evidence.)

\* \* \* \* \*

[6] **TRIAL EXAMINER:** All right. The motion is granted.

**MR. PANOS:** I have marked as General Counsel's exhibit number two for identification an authorization card of one Oscar Niesner, N-I-E-S-N-E-R.

**MR. SIMERKA:** Mr. Panos, before we commence with that the Respondent has a motion that he would like to make at this time. The Respondent moves to strike from the Complaint paragraph 9, 10, 11, 12 and 15 which deal with the allegations of the refusal to bargain by the respondent. Paragraph nine alleges that—

**TRIAL EXAMINER:** I have read the Complaint so I am familiar with the allegations.

MR. SIMERKA: Well, I won't repeat them. These allegations on the refusal to bargain charge which is alleged in paragraph fifteen which alleges that, "By the actions described in paragraph 12, 13 and 14 Respondent did engage in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) of the Act." Paragraph thirteen alleges generally interference, restraint and coercion and paragraph fourteen alleges with more particularity claims of interference with restraint and coercion, however, nowhere in the Complaint is there any allegation that we, the Respondent did not have a good faith doubt that the union represented a majority of its employees in an appropriate unit. Now, the Board has made—

\* \* \* \* \*

[9] TRIAL EXAMINER: I will deny your motion

\* \* \* \* \*

[12] MR. PANOS: As I was stating previously, I have marked as General Counsel's exhibit number two for identification an authorization card which has the signature of Oscar Neisner, N-E-I-S-N-E-R. Prior to the opening of the hearing Counsel for the General Counsel and Counsel for the Respondent had a meeting with reference to Mr. Neisner and I understand that he is home and ill and unable to attend this hearing and I wish to submit a stipulation that General Counsel's exhibit number two be received into evidence as the signed authorization card by Mr. Neisner from the date appearing thereon July 6, 1965.

TRIAL EXAMINER: You so stipulate, Mr. Simerka?

MR. SIMERKA: Yes, the company will so stipulate.

TRIAL EXAMINER: All right. It may be received pursuant to the stipulation.

(The document above-referred to, was marked G.C. 2 and was received in evidence.)

[13] MR. PANOS: Also in an attempt to shorten the length of this hearing, Mr. Trial Examiner, the Counsel for the

General Counsel and the Counsel for the Respondent met yesterday and worked out some stipulations with respect to the introduction of documents that are relevant to this case and I would like to mark them and introduce them into evidence.

TRIAL EXAMINER: All right.

MR. PANOS: As General Counsel's exhibit number three, a letter dated July 3, 1965 and signed by Robert Williams President of the Wire Weavers Trade Division, International Brotherhood of Teamsters.

TRIAL EXAMINER: Addressed to whom?

MR. PANOS: Just Dear Sir. I will explain the letter, after I have marked the next exhibit, Mr. Trial Examiner.

TRIAL EXAMINER: All right.

MR. PANOS: As General Counsel's exhibit number four for identification is a blank authorization card or a representation card for Local 404 of the Teamsters.

(The documents above-referred to, were marked G.C. 3 & 4 for identification.)

MR. PANOS: I would like to propose the following stipulation along with the introduction of General Counsel's exhibit number three and General Counsel's exhibit number four for identification, that a copy of this letter with the card as reflected in General Counsel's exhibit number four [14] was sent to the employees in the involved hearing on or about July 3, 1965.

MR. SIMERKA: The company will so stipulate.

TRIAL EXAMINER: All right. All parties so stipulate. You are now offering General Counsel's exhibits three and four.

MR. PANOS: I have offered General Counsel's exhibit three and four into evidence.

TRIAL EXAMINER: All right. Is there any objection to that. I take it there is not.

MR. SIMERKA: No objection.

TRIAL EXAMINER: All right. They may be received.

(The documents above-referred to, heretofore marked G.C. 3 & 4 were received in evidence.)

MR. PANOS: General Counsel's exhibit number five for identification is a list of fourteen names and the stipulation is proposed that these fourteen individuals comprised the total work force of the unit as alleged in the paragraph eight of the Complaint; namely, these were all of the journeymen wire weavers employed at least during the period from July, the first part of July, July 6, 1965, up to the date of the election, December 9, 1965.

TRIAL EXAMINER: You so stipulate?

MR. SIMERKA: I am not so sure about what Mr. Panos says with regard to the unit, we will stipulate that the names of the employees appearing on General Counsel's exhibit [15] number five, were employed by the company as weavers as of July 6, 1965 but that the same individuals were also employed on September 20th and also on November 8th and also on December 9th, 1965.

TRIAL EXAMINER: And that they were the only journeymen weavers employed by the company during those periods.

MR. SIMERKA: Yes, we will stipulate to that.

TRIAL EXAMINER: Does that cover it?

MR. PANOS: Yes.

TRIAL EXAMINER: All right. Now, pursuant to that stipulation are you now offering G.C. 5?

MR. PANOS: Yes, I offer that.

MR. SIMERKA: No objection.

TRIAL EXAMINER: There being no objection that may, be received.

(The document above-referred to, was marked G.C. 5 and was received into evidence.)

MR. PANOS: General Counsel's exhibit number six for identification is a one page letter sent by Gary A. Brunault and Richard Bougie to Fellow Employees. I offer this with the following stipulation—

TRIAL EXAMINER: What is the date on it?

MR. PANOS: This was sent sometime between October 29, 1965 and November 2, 1965 and that stipulation is being offered—

[16] MR. SIMERKA: Will you also stipulate that enclosed or attached to the letter was a blank authorization card which was identical with the blank authorization card which has been received as General Counsel's exhibit number four.

MR. PANOS: I don't have that information, but we have no objection to including that in the stipulation that there was a card submitted with this letter.

TRIAL EXAMINER: All right, with that stipulation then are you offering G.C. 6?

MR. PANOS: Yes, I offer G.C. 6.

MR. SIMERKA: Oh, no objection.

TRIAL EXAMINER: It may be received.

(The document above-referred to, was marked G.C. 6 and was received in evidence.)

MR. PANOS: General Counsel's exhibit number seven for identification is a one page letter dated August 20, 1965 and addressed to Mr. Calvin McCoy from V.J. Einhart and I would like to offer this into evidence.

MR. SIMERKA: No objection.

TRIAL EXAMINER: It may be received.

(The document above-referred to, was marked G.C. 7 and was received in evidence.)

MR. PANOS: With the further stipulation, Mr. Trial Examiner, to identify Mr. Calvin McCoy is an attorney.

practicing in the Cleveland, Ohio area representing the International [17] Brotherhood of Teamsters.

MR. SIMERKA: We will agree to that stipulation.

TRIAL EXAMINER: All right. The parties so stipulate.

MR. PANOS: General Counsel's exhibit number eight for identification is a one page letter dated September 22, 1966; that is, this year, 1966 addressed to whom it may concern from Calvin McCoy. This letter was given to me by respondent's counsel to explain General Counsel's exhibit number seven which is the letter written by Mr. Einhart to Mr. McCoy and the letter of Mr. Einhart was in response to a conversation between Mr. McCoy and Mr. Einhart and this statement, although not a deposition, just a signed statement by Mr. McCoy, based on the information that the respondent has with the conversation with Mr. Einhart, the further stipulation that the last sentence of that letter which states, "I only represented Local No. 859, of course, at the time above indicated" it is the understanding of Counsel for the General Counsel and Counsel for the respondent that the respondent is not contending that the request for recognition was for Local 859 but that this statement was only an explanation by Mr. McCoy that he was counsel for that Local in the Cleveland area and that the request that he made on behalf of the International Brotherhood of Teamsters and that the respondent is not contending that this was a request for that particular local but that the inclusion of the statement was for the purpose [18] of having Mr. McCoy identify that he was and he is an attorney for that Local, is that correct, sir?

MR. SIMERKA: Yes, the respondent agrees.

TRIAL EXAMINER: You join in that stipulation?

MR. SIMERKA: Yes, I will join in the stipulation.

MR. PANOS: I would like to offer G.C. 8 with those additions.

MR. SIMERKA: No objection.

**TRIAL EXAMINER:** There being no objection it may be received.

(The document above-referred to, was marked G.C. 8 and was received in evidence.)

**MR. PANOS:** General Counsel's exhibit number nine is a letter, a two page letter from Carmin P. Napoli, President and Business Representative of Local 404 of the Teamsters to David H. Sinclair, President of the Sinclair Company dated September 20, 1965. It is offered into evidence with the stipulation that it was sent to the company on that date and received by the company.

**MR. SIMERKA:** Yes, the company will stipulate.

**TRIAL EXAMINER:** All right. There being no objection it may be received.

(The document above-referred to, was marked G.C. 9 and was received in evidence.)

**MR. PANOS:** General Counsel's exhibit number ten for [19] identification is a one page letter dated September 24, 1965 from Carmin P. Napoli to David H. Sinclair—

\* \* \* \* \*

**MR. PANOS:** As having been sent to the company on or about the date appearing.

**TRIAL EXAMINER:** Any objection?

**MR. SIMERKA:** No objection.

**TRIAL EXAMINER:** All right. It may be received.

(The document above-referred to, was marked G.C. 10 and was received in evidence.)

**MR. PANOS:** General Counsel's exhibit number eleven for identification is a one page letter dated September 28, 1965 sent by David H. Sinclair to Teamsters Local 404 Attention Carmin P. Napoli, President and it is offered into evidence

with the stipulation that it was sent to the union on or about that date and received by the union.

TRIAL EXAMINER: Any objection?

MR. SIMERKA: No objection.

TRIAL EXAMINER: It may be received.

(The document above-referred to, was marked G.C. 11 and was received in evidence.)

MR. PANOS: General Counsel's exhibit number twelve for identification is a two page letter dated October 11, 1965 [20] and sent by Carmin P. Napoli, President and Business Representative of Teamsters Local 404 to David H. Sinclair President of the Sinclair Company and it is offered into evidence with the stipulation that it was sent to the company on or about the date appearing and received by the company.

MR. SIMERKA: No objection.

TRIAL EXAMINER: It may be received.

(The document above-referred to, was marked G.C. 12 and was received in evidence.)

MR. PANOS: General Counsel's exhibit number thirteen for identification is a one page letter dated October 21, 1965 and sent by David H. Sinclair, President of the Sinclair Company to Teamsters Local Union 404, Attention Carmin P. Napoli and it is offered into evidence with the stipulation that it was sent on or about the date appearing on the letter and received by the union.

MR. SIMERKA: No objection.

TRIAL EXAMINER: It may be received.

(The document above-referred to, was marked G.C. 13 and received in evidence.)

MR. PANOS: General Counsel's exhibit number fourteen for identification is a letter dated November 2, 1965, a

three page<sup>2</sup> letter signed by David H. Sinclair, President of the Sinclair Company and addressed to all employees. It is offered into evidence with the stipulation that it was [21] sent to the employees of the Sinclair Company on or about the date appearing thereon.

MR. SIMERKA: No objection.

TRIAL EXAMINER: It may be received.

(The document above-referred to, was marked G.C. 14 and received in evidence.)

MR. PANOS: General Counsel's exhibit number fifteen for identification is a two page document dated November 5, 1965 and addressed to all employees and it is signed by the Sinclair Company by David H. Sinclair, President and it is offered into evidence with the stipulation that this letter was sent to all employees on or about the date appearing there on.

MR. SIMERKA: Oh, no objection.

TRIAL EXAMINER: It may be received.

(The document above-referred to, was marked G.C. 15 and was received in evidence.)

MR. PANOS: General Counsel's exhibit number sixteen (a) for identification is a one page letter dated November 22, 1965 and addressed to all employees and it is signed by David H. Sinclair, President of the Sinclair Company. General Counsel's exhibit number sixteen (b) for identification is a book entitled "The Enemy Within" by Bob Kennedy. That exhibit 16(b) was given the same number because General Counsel's exhibit number 16(a) identifies the book as having been sent [22] along with this letter and General Counsel's exhibits 16(a) and 16(b) are offered into evidence with the stipulation it was sent to the employees on or about the date appearing on the letter.

MR. SIMERKA: No objection.

TRIAL EXAMINER: They may be received.

(The documents above-referred to, were marked G.C. 16(a) and 16(b) and were received in evidence.)

\* \* \*

MR. PANOS: General Counsel's exhibit number seventeen for identification is a two page letter dated November 30, 1965 addressed to all weavers and signed by David H. Sinclair and it is offered into evidence as General Counsel's exhibit number seventeen with the stipulation it was sent to the employees on or about the date appearing thereon.

MR. SIMERKA: No objection.

TRIAL EXAMINER: It may be received.

(The document above-referred to, was marked G.C. 17 and was received in evidence.)

[23] MR. PANOS: General Counsel's exhibit number eighteen for identification is a three page letter dated December 1, 1965 addressed to all wire weavers and signed by David H. Sinclair, President of the Sinclair Company with—it is offered as General Counsel's exhibit number eighteen with the stipulation that it was sent to all wire weavers on or about the date appearing thereon as received by them.

MR. SIMERKA: No objection.

TRIAL EXAMINER: It may be received.

(The document above-referred to, was marked G.C. 18 and was received in evidence.)

MR. PANOS: General Counsel's exhibit number nineteen for identification is a pamphlet with pictures thereon dated on the first page December 7, 1965. The first page reads "Let's look at the record." and it is signed by David H. Sinclair, President of the Sinclair Company and addressed

to all wire weavers. It has a cartoon on the first page and it has four sides to it and it has pictures on the back. It is offered as General Counsel's exhibit number nineteen with the stipulation that it was sent to the wire weavers on or about December 8, 1965 and was received by them.

MR. SIMERKA: No objection.

TRIAL EXAMINER: It may be received.

(The document above-referred to, was marked G.C. 19 and was received in evidence.)

[24] MR. PANOS: General Counsel's exhibit number twenty for identification is a one page document with writing on both sides and the writing says, "Put your X on the Right." On the other side it says, "I wonder where the dues loot goes?" and it is offered into evidence as General Counsel's exhibit number twenty with the stipulation that it was handed to the wire weaver employees on December 8, 1965 by the President David H. Sinclair at the meeting on that date.

MR. SIMERKA: The company will so stipulate.

TRIAL EXAMINER: It may be received.

(The document above-referred to, was marked G.C. 20 and was received in evidence.)

MR. PANOS: General Counsel's exhibit number twenty-one for identification is a pamphlet with writing on four sides addressed to all wire weavers and signed by David H. Sinclair, President of the Sinclair Company and it is undated. It is offered as General Counsel's exhibit number twenty-one with the stipulation that it was sent to the wire weavers during the period two to three weeks before the election of December 9, 1965

MR. SIMERKA: The company will so stipulate.

TRIAL EXAMINER: It may be received.

(The document above-referred to, was marked G.C. 21 and was received in evidence.)

MR. PANOS: General Counsel's exhibit number twenty-two [25] for identification is a paper back book entitled, "Hoffa, Ten Angels Swearing." It also says an authorized biography by Jim Clay. There are 182 pages and it is offered into evidence as General Counsel's exhibit number twenty-two with the stipulation that copies of this book were passed out to employees during the organizing campaign in November 1965 prior to the election of December 9, 1965.

TRIAL EXAMINER: By whom were they passed out.

MR. PANOS: By the union representatives, I believe.

TRIAL EXAMINER: Any objections?

MR. SIMERKA: No objection.

TRIAL EXAMINER: It may be received.

(The document above-referred to, was marked G.C. 22 and was received in evidence.)

\* \* \* \* \*

[26] MR. PANOS: Mr. Trial Examiner, while we were off the record the parties got together with respect to a stipulation on the authorization card of Carl W. Hass which has been marked for identification as General Counsel's exhibit number twenty-three and it is offered as General Counsel's exhibit number twenty-three into evidence and it is an authorization card dated July 8, 1965 and the respondent agreed to stipulate that this is the authorization card of Carl Hass which was signed on or about that date and we offer it into evidence.

MR. SIMERKA: No objection.

TRIAL EXAMINER: It may be received.

(The document above-referred to, was marked G.C. 23 and was received in evidence.)

\* \* \* \* \*

[28] MR. COHEN: General Counsel calls Raymond St. Germain.

RAYMOND ST. GERMAIN

\* \* \* \* \*

TRIAL EXAMINER: Try to speak up loudly. Keep your voice up so we can all hear you. Give your full name and address to the reporter.

THE WITNESS: Raymond St. Germain, twenty-eight Evon Street, Willimansett.

TRIAL EXAMINER: Spell your last name?

THE WITNESS: S-T., G-E-R-M-A-I-N.

TRIAL EXAMINER: All right.

DIRECT EXAMINATION

Q. [By Mr. Cohen] Mr. St. Germain, have you ever been employed by the Sinclair Company at its plant in Holyoke, Massachusetts? A. Yes.

Q. And how long had you worked there? A. Approximately fifteen years.

Q. And when did you leave the plant? A. I—

Q. Approximately? A. It was in May, I believe.

[29] Q. Of this year? A. Yes.

Q. And what department did you work in? A. The weavers.

Q. Did you sign a union authorization card for General Teamsters, Chauffeurs, Warehousemen and Helpers, Building Materials, Heavy & Highway Construction Employees, Local 404? A. Yes.

Q. I show you what is marked as General Counsel's exhibit number twenty-four, is that your signature appearing thereon? A. Yes.

Q. And did you sign that card on or about the date that's noted on the card? A. Yes, I did.

TRIAL EXAMINER: What is the date on there?

MR. COHEN: July 8, 1965.

Q. [By Mr. Cohen] Do you recall—

MR. COHEN: General Counsel offers G.C. number 24 into evidence at this time.

MR. SIMERKA: No objection.

TRIAL EXAMINER: It may be received.

(The document above-referred to, was marked G.C. 24 and was received in evidence.)

\* \* \* \* \*

[34] MR. COHEN: General Counsel calls Howard Neill.

HOWARD NEILL

\* \* \* \* \*

### DIRECT EXAMINATION

Q. [By Mr. Cohen] Are you employed by the Sinclair Company at its plant in Holyoke, Massachusetts? A. Yes.

Q. You are here pursuant to a subpoena sent to you by the General Counsel? A. Right.

Q. How long have you worked there at the Sinclair Company? A. Approximately twenty-seven years.

Q. And in what department do you work? [35] A. The weave shed.

Q. Did you sign a union authorization card for Teamsters Local 404? A. Yes.

Q. I show you what has been marked for identification as General Counsel's exhibit number twenty-five and I ask you if that is your signature on the card? A. Yes, that is my signature on the card.

Q. And did you sign the card on or about the date appearing on the card, July 9, 1965? A. I think so, around in there.

MR. COHEN: General Counsel offers G.C. 25 into the record.

MR. SIMERKA: I would like to ask some questions on Voir Dire.

TRIAL EXAMINER: All right.

\* \* \* \* \*

[36] THE WITNESS: Yes, sir.

MR. SIMERKA: You wrote the date?

THE WITNESS: Yes, I wrote the date on it.

MR. SIMERKA: And it indicates on the reverse side that it was mailed July 9th.

THE WITNESS: Yes.

MR. SIMERKA: Did you mail it?

THE WITNESS: Yes, I mailed it.

\* \* \* \* \*

TRIAL EXAMINER: You have any objection to the card?

MR. SIMERKA: No.

TRIAL EXAMINER: It may be received.

(The document above-referred to, was marked G.C. 25 and was received into evidence.)

\* \* \* \* \*

[37] Q. [By Mr. Simerka] Here is a document marked General Counsel's exhibit number twenty-two, have you received one of those prior to the election? A. Yes, I have the book.

\* \* \* \* \*

[38] MR. COHEN: General Counsel calls Ernest Geissler.

ERNEST GEISSLER

\* \* \* \* \*

[39] TRIAL EXAMINER: Be seated. Give your name and address to the reporter.

THE WITNESS: Ernest Geissler, four Caron Drive, South Hadley.

## DIRECT EXAMINATION

Q. [By Mr. Cohen] Are you presently employed by the Sinclair Company at its plant in Holyoke, Massachusetts?

A. I am.

Q. And are you here pursuant to a subpoena from the General Counsel? A. I am.

Q. How long have you worked at the Holyoke plant of Sinclair? A. Since 1939.

Q. What Department do you work? A. The weave shop.

Q. Did you sign a union authorization card for Teamsters Local 404? A. I did.

Q. I show you this card which is marked General Counsel's exhibit number 26, is this your signature appearing thereon? A. That is my signature.

Q. And did you sign this card on or about the date that is listed on here July 9, 1965? A. I did.

[40] Q. Did you fill in this card? A. I filled it in.

MR. COHEN: General Counsel offers G.C. number 26 into the record.

MR. SIMERKA: Again some questions on Voir Dire.

TRIAL EXAMINER: Let me say that on Voir Dire you may question if you are questioning the authenticity of the signature and the date, anything further should be on cross examination.

MR. SIMERKA: This is your signature?

THE WITNESS: It is.

MR. SIMERKA: The date appearing on the top did you fill that in?

THE WITNESS: I did.

MR. SIMERKA: Some of this is writing and some of it is printing, is that your printing?

THE WITNESS: That is my printing and my writing.

\* \* \* \* \*

[41] MR. SIMERKA: No objection as to authenticity.

TRIAL EXAMINER: All right. I will receive it in evidence.

(The document above-referred to, was marked G.C. 26 and was received in evidence.)

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### CROSS EXAMINATION

Q. (By Mr. Simerka.) I show you a document which has been marked as General Counsel's exhibit number three, have you seen that before? A. Yes; I have.

Q. Where and when? A. At home.

Q. You received a copy of this at home? A. I did.

Q. Did the authorization card that you signed come with the letter? A. That I don't know.

Q. You don't recall? [42] A. I don't recall.

Q. Where did you sign the card? A. At home.

Q. You signed this at home? A. I did.

Q. Was anyone with you at the time? A. My wife.

Q. And no one else? A. No one else.

Q. You said you dated it July 8th and it shows a post mark date of July 8th? A. That is correct.

Q. Did you mail it? A. I mailed it.

\* \* \* \* \*

[63] MARCEL SIKORSKI

\* \* \* \* \*

### DIRECT EXAMINATION

Q. [By Mr. Cohen] Mr. Sikorski, are you presently employed by the Sinclair Company at its plant in Holyoke, Massachusetts? A. That is correct.

Q. Are you here pursuant to a subpoena from the General Counsel? A. Yes.

Q. How long have you worked at the Sinclair plant?

[64] A. About fifteen years.

Q. And in what department did you work? A. Weave shed.

Q. Did you sign a union authorization card for Teamster Local Union 404? A. I did.

Q. I show you what has been marked for identification as General Counsel exhibit number twenty-seven, is this your signature appearing on this card? A. Yes, it is.

Q. Did you sign the card about the date that is listed on the top, July 8, 1965? A. That is right.

Q. And this is your writing on the card, did you fill in the card? A. Yes.

MR. COHEN: I offer this into the record.

MR. SIMERKA: Where did you sign this card?

THE WITNESS: At home.

MR. SIMERKA: Where did you receive it?

THE WITNESS: I received it at home.

MR. SIMERKA: You received it at home?

THE WITNESS: Yes.

MR. SIMERKA: Did somebody bring it to your house?

THE WITNESS: I got it from the mailbox, it came through [65] the mail.

MR. SIMERKA: Through the mail?

THE WITNESS: That is correct.

[65] MR. SIMERKA: How many days before you signed it had you received it?

THE WITNESS: Well, I believe I read what it said on the card there and I signed it, I think that day, but I think I delayed sending it.

MR. SIMERKA: On the back it shows it was mailed July 8th. Did you mail it on the same day that you signed it?

THE WITNESS: I don't know. I couldn't have.

MR. SIMERKA: Well, you're not sure whether you mailed it on the same day?

THE WITNESS: Not exactly sure.

MR. SIMERKA: You think you delayed it?

THE WITNESS: I think I delayed one day.

MR. SIMERKA: You sure that you filled in the date?

THE WITNESS: I think I filled in the date.

MR. SIMERKA: You are not sure whether you filled it in?

THE WITNESS: Well, it is a possibility that my sister may have printed some of this in here, but I think that I printed that there. Sometimes she prints out some of these things for me.

MR. SIMERKA: Well, is this your printing?

[66] THE WITNESS: Well, I think that's my printing right there.

MR. SIMERKA: Well the E herein Pearl is different from the E in wire.

THE WITNESS: Well, I know when I made out that card my sister and mother were present.

MR. SIMERKA: Your sister and mother were present?

THE WITNESS: Yes.

MR. SIMERKA: I see. This was at your home?

THE WITNESS: At my home.

TRIAL EXAMINER: Any objection?

MR. SIMERKA: No objection, sir.

TRIAL EXAMINER: It may be received.

(The document above-referred to, was marked G.C. 27 for identification, and was received in evidence.)

\* \* \* \* \*

[68] MR. COHEN: General Counsel calls Mr. Cleland.

THOMAS CLELAND

\* \* \* \* \*

DIRECT EXAMINATION

Q. [By Mr. Cohen] Mr. Cleland, are you presently employed by the Sinclair Company at its plant in Holyoke, Massachusetts? A. I am.

Q. Are you here pursuant to a subpoena from the General Counsel? A. I am.

Q. How long have you worked for the Company? A. Thirty-three years.

[69] Q. In what department do you work? A. The weaving department.

Q. Did you sign a union authorization card for Teamsters Local 404? A. I did

Q. I show you what has been marked as General Counsel's exhibit number twenty-eight, is that your signature appearing on that card? A. Yes, sir.

Q. And did you sign the card on or about the date appearing on top of that card, July 7, 1965? A. Yes, sir.

Q. Is that your writing throughout this card? A. It is.

MR. COHEN: General Counsel offers exhibit number twenty-eight into the record.

MR. SIMERKA: You testified that this was your signature on the card?

THE WITNESS: Yes.

MR. SIMERKA: You signed the card voluntarily?

THE WITNESS: Yes, sir.

MR. SIMERKA: Where?

THE WITNESS: In my home.

MR. SIMERKA: How did you get possession of the card?

THE WITNESS: Pardon?

[70] MR. SIMERKA: How did you get the card?

THE WITNESS: Through the mail.

MR. SIMERKA: Was anyone present when you signed it?

THE WITNESS: No, my wife was in the house but in another part of the house.

TRIAL EXAMINER: You have any objection to the offer of the card?

MR. SIMERKA: No objection.

TRIAL EXAMINER: All right. It may be received.

(The document above-referred to, was marked G.C. 28 and was received in evidence.)

\* \* \* \* \*

[71] MR. COHEN: General Counsel calls William Dean.

WILLIAM DEAN

\* \* \* \* \*

[72] DIRECT EXAMINATION

Q. [By Mr. Cohen] Mr. Dean, are you employed by the Sinclair Company at its plant in Holyoke, Massachusetts?

A. I am.

Q. Are you here pursuant to a subpoena from the General Counsel? A. I am.

Q. How long have you worked at the company? A. Thirty-one years.

Q. What department do you work in? A. Wire weaving.

Q. Did you sign a union authorization card for Teamsters Local 404? A. Yes, sir, I did.

Q. I show you what has been marked as General Counsel's exhibit number twenty-nine, is that your signature appearing on this card? [73] A. Yes, it is.

Q. And did you sign this card on or about the date appearing on the card, July 8, 1965? A. I signed it probably a week or so after I got it.

Q. Would that be approximately the date that is listed on this card? A. Yes. The exact date, the same date I signed it.

Q. And this is your writing throughout the card? A. Yes.

MR. COHEN: General Counsel offers G.C. number 29 into the record.

MR. SIMERKA: Mr. Dean, is your writing and printing on this card?

THE WITNESS: Yes.

MR. SIMERKA: You printed your name here and signed it down here?

THE WITNESS: Correct.

MR. SIMERKA: And this is your writing here where it is dated?

THE WITNESS: Yes.

MR. SIMERKA: Where did you receive this card?

THE WITNESS: At home.

MR. SIMERKA: Through the mail or how?

THE WITNESS: Through the mail.

MR. SIMERKA: It came to you through the mail?

[74] THE WITNESS: Yes, sir.

MR. SIMERKA: Where did you sign it?

THE WITNESS: At home.

MR. SIMERKA: Was any one present?

THE WITNESS: My wife.

MR. SIMERKA: What did you do with it after signing it?

THE WITNESS: Well, I didn't mail it right away. I put it on the bureau to think the thing over a little while and when I came home the next day my wife had had my son drop it in the mailbox.

MR. SIMERKA: Had you instructed your wife to mail it for you?

THE WITNESS: No.

MR. SIMERKA: You put it on the bureau so you could think about it a little more?

THE WITNESS: Yes.

MR. SIMERKA: Respondent objects.

TRIAL EXAMINER: On what grounds?

MR. SIMERKA: That the employee Mr. Dean did not voluntarily mail this card or deliver it to the union for the purpose of representation.

TRIAL EXAMINER: Mr. Cohen?

MR. COHEN: I think I may be able to clarify that.

Q. [By Mr. Cohen] Did you do anything to revoke your [75] authorization on that card, to withdraw the card? A. No.

Q. Did you try to get the card back? A. No.

MR. COHEN: No further questions.

TRIAL EXAMINER: I will overrule your objection. It may be received.

(The document above-referred to, was marked G.C. 29 and was received in evidence.)

\* \* \*

### CROSS EXAMINATION

Q. By Mr. Simerka.) When the card came to you, did you receive just the card or was there anything else with it?

A. There was a letter with it.

Q. I show you General Counsel's exhibit number three have you seen that letter? A. I think that was the one that came with it.

Q. You think that was the one? A. I think.

Q. Can you be more definite? A. It was too long ago and I am not sure now.

Q. Well— [76] A. I would say that this is the one.

Q. You would say this was the letter you received, a copy of this letter you received along with the card?

TRIAL EXAMINER: You have to answer out loud instead of shaking your head. Your answer was yes?

THE WITNESS: Yes.

\* \* \*

MR. COHEN: General Counsel calls Gary Brunault.

GARY BRUNAULT

\* \* \* \* \*

[77] DIRECT EXAMINATION

Q. [By Mr. Panos] Were you ever employed by the Sinclair Company at its plant in Holyoke, Mass.? A. I was.

Q. And how long had you worked there? A. Approximately fifteen years.

Q. When did you last work there approximately? A. About six months ago.

Q. What department did you work in? A. The wire weaving department.

Q. Were you a wire weaver? A. Yes.

Q. Mr. Brunault, did you sign a union authorization card for Local 404 of the Teamsters? A. Yes, I did.

Q. I show you what has been marked as General Counsel's exhibit number thirty for identification, and I ask you to inspect the card and tell us if that is your signature that appears thereon? A. Yes, sir.

[78] Q. Did you fill out the card? A. Yes, I did.

Q. What did you do with the card after you filled it out? A. I probably put it in my pocket. I was going to mail it in.

Q. And how long after you signed it did you mail it in? A. Oh, probably a few days.

Q. I direct your attention to the side opposite to your signature, would you look at the date, the mailing stamp and tell us if that would refresh your memory as to when you mailed it? A. October.

Q. No, the postal stamp and not the National Labor Relations Board stamp? A. July 9th. It was on, or about July 9th.

Q. What was on or about July 7th or 8th? A. When I signed it and mailed it in.

\* \* \*

Q. To the best of your recollection, Mr. Brunault, when did [79] you sign that card? A. Around the 8th.

Q. The 8th of what month? A. July.

Q. 1965? A. That is right.

Q. And where were you when you filled out the card?  
A. Home.

MR. PANOS: I offer G.C. 30 for identification into evidence as General Counsel's exhibit number thirty.

[82]

(The document above-referred to, was marked G.C. 30 and was received in evidence.)

[87] MR. COHEN: General Counsel calls Viateur Goulet.

VIATEUR GOULET

### DIRECT EXAMINATION

Q. [By Mr. Cohen] Mr. Goulet, have you ever been employed by the Sinclair Company at its plant in Holyoke, Massachusetts? A. Yes, sir.

[88] Q. And how long had you worked there? A. About five years with my two years in the service altogether.

Q. And when did you leave the company? A. About the last part of April of this year.

Q. What department did you work in while you were there? A. The weaving department. Not all of the time, but I worked upstairs for a while and then I finished in the weaving department.

Q. Did you work in the weaving department during November and December of 1965? A. Yes.

Q. Did you sign a union authorization card for General Teamsters, Chauffeurs and Warehousemen, Local 404?  
A. I did.

Q. I show you what has been marked as General Counsel's exhibit number thirty-one, is that your signature appearing on the card? A. Sure.

Q. Did you sign the card on the date here July 7, 1965? A. Yes, I did.

Q. Did you fill in the card yourself? A. Yes.

Q. Is this your writing? A. Yes, that's my writing, the whole thing.

[89] MR. COHEN: General Counsel offers G.C. number thirty-one into the record.

[91] (The document above-referred to, was marked G.C. 31 and was received in evidence.)

[92] MR. PANOS: At this time we would like to call David Sinclair to the Stand.

TRIAL EXAMINER: All right, Mr. Sinclair.

DAVID H. SINCLAIR

[93] DIRECT EXAMINATION

Q. [By Mr. Panos] What is your position with the Company, Mr. Sinclair? A. I am the President of the Sinclair Company.

Q. And you have been present here since the opening of this hearing today? A. Yes.

Q. Are you the David Sinclair that was mentioned with respect to certain correspondence and leaflets that were sent in connection with this case? A. Yes.

Q. The same David Sinclair? A. Yes.

Q. When did it first come to your attention that the union was attempting to organize your employees? A. One of my employees handed me the letter along with a union application card that he had received.

Q. I show you General Counsel's exhibit number three and can you tell us if that is the letter that the employees handed you? A. Yes, this is the letter.

Q. And did he give it to you on or about July third? A. I can't remember exactly the date but it was the early part of July.

Q. I hand you General Counsel's exhibit number four, which [94] is a copy of a union authorization card, is that a copy similar to the card that the employee gave you?

A. Yes.

Q. And did he tell you that he received that card with the letter? A. Yes.

Q. And when did it first come to your attention, Mr. Sinclair, that the Teamsters Union had requested the Sinclair Company to recognize them as collective bargaining representatives? A. I had a call from Cleveland that apparently a Mr. McCoy who I knew nothing of had contacted an attorney in Cleveland who at that time did not represent me in any way asking for recognition for my employees. I thought this was rather strange.

Q. You thought what was rather strange, Mr. Sinclair?

A. That a request should go to Cleveland for recognition of my employees in my plant which was in Holyoke. I have been approached by no one in Holyoke at all.

Q. I see. Well, isn't it a fact, Mr. Sinclair, that the parent company of the Sinclair Company is located in Cleveland, Ohio? A. Yes.

Q. What is the name of that firm? A. The Lindsey Wire Weaving Company.

[95] Q. And the attorney that was contacted in Cleveland is an attorney for the Lindsey Wire Company? A. Their firm represented Lindsey, yes.

Q. And that is the law firm that presently represents you here today? A. That is correct.

Q. And that is the law firm that represented and gave you counsel in connection with the union campaign from that time on? A. That is correct.

Q. Who made the decision to refuse the request for recognition as conveyed to attorney Einhart in Cleveland by Mr. McCoy who made that decision to refuse to recognize the union? A. I made that decision in consultation with some of the officers of Lindsey Wire Weaving Company.

Q. And what was that decision based on? A. Well, they had requested recognition of eighty-seven people and eighty-three or rather eighty-seven people would include about everyone in my organization with the exception perhaps of very top management.

Q. Was there any other reason why you refused to recognize the union as bargaining representative? A. I didn't feel that with this number that was involved that they were representing my company and I didn't even feel that they could know a great deal of my company, never [96] mind representing them.

Q. As a matter of fact, Mr. Sinclair, it had come to your attention, as you have testified previously, that the Teamsters union had sent a letter together with an authorization card to your employees, isn't that correct? A. That's correct.

Q. And this came to your attention a few days either on July third or a few days after that? A. That's correct.

Q. So as far as you knew at that time the union was canvassing your employees, they were sending them union cards? A. That is correct.

Q. Was there only one employee that came up to you with the card? A. No, there were several at the time. I took the first card and letter that was handed to me and people said, "Do you have a copy of this?" and I did and I said, "Yes, I do."

Q. And approximately how many employees came up to you to give you a copy of the union card together with the letter during July of 1965? A. Ten or twelve perhaps.

Q. Mr. Sinclair, I show you General Counsel's exhibit number nine, I would like you to look at it please which is a letter dated September 20th and sent by Teamsters Local

404 [97] to the Sinclair Company. Did you receive that letter on or after September 20, 1965? A. Yes.

Q. You replied to that letter, did you not, Mr. Sinclair? A. Yes.

Q. I show you General Counsel's exhibit number eleven, is that the letter that you sent in reply to the union's request or to the union's letter of September 20th? A. Yes.

Q. Now, I direct your attention to the fourth paragraph in General Counsel's exhibit number nine which is the union's letter to the company which reads as follows, "Should you have any doubt as to our representing a majority of your employees in the above described bargaining unit, we will be more than willing to submit the signed authorization cards of your employees to a neutral party, mutually agreed upon and to allow the third party to compare these cards with your present payroll." What, if any, position did you take with respect to that request by the union? A. Well, I was not at all sure that they represented a majority of the employees because I didn't actually know exactly what they were talking about as far as the bargaining unit is concerned.

Q. Well, they have described the bargaining unit in their letter of September 20th, did they not? A. They described it as journeyman-wireweavers and [98] apprentices. Again you must realize a request for some eighty-seven people earlier which I couldn't figure as a unit and anyone familiar with our company at that time would know that we had no apprentices and in our employ we do have a good many other people working in connection, if you will with the wire cloth end of our business of which the weave shop is one area. I didn't know whether they were talking when they mentioned apprentices, whether they were talking other people that were associated with the wireweavers in producing wire cloth.

Q. Well, you later agreed to an election among your journeyman-wireweavers, did you not? A. Yes.

Q. You certainly knew at that time who these people knew at that time who these people were? A. At that time the number was listed as fourteen. I didn't have any such number listed here. At that time I had fourteen wireweavers.

Q. You agreed to apprentice-wireweavers, did you not? A. I agreed to an election for journeymen and apprentice wireweavers as specified and the number is approximately fourteen.

Q. And in the Union's letter of September 20th they stated that they represented a majority of your journeyman-wireweavers and apprentices? A. They didn't specify a number and I was confused because [99] of the apprentices, we had no apprentices.

Q. So if you had no apprentices then the only thing left that this union was asking for was the wireweavers, isn't that right? A. Not as far as I am concerned because I didn't know what they might be categorizing as apprentices. This could be a good many other people in our plant.

Q. You certainly knew who were your wireweavers at that time? A. Yes.

Q. And in fact you had fourteen journeyman-wireweavers as of September 20th? A. Correct.

Q. And is it your position, I take it then that you did not submit to a card check to dispell any doubt you had as to the union's majority only because of the question of apprentices raised some doubt in your mind? A. The question of appropriate bargaining unit. I did not know who they might be including in this.

Q. Would you tell us once again. Maybe I don't understand why it is that you did not agree to a card check to see whether the union in fact had a majority of these employees? A. Because I did not know who the might-union might be referring to when they specified wireweavers and apprentices. [100] I did not know who the apprentices might be, therefore, I did not know that this would at all be appropriate bargaining unit, and I did not know who among our employees they may or may not have been talking about.

Q. Now, after receipt of this letter of September 20th, did you make any attempt to find out from the union who they meant by journeymen-wireweavers and apprentices?  
A. No.

Q. You did not. At the time that you sent your letter of September 28th, if it had come to your attention that the Teamsters Local 404 were actively attempting to organize your employees, is that correct? A. I am sorry I missed a few words that you said.

Q. At the time that you sent out your letter of September 28th in refusing to recognize the union at that time had it come to your attention that the Teamsters Local 404 were attempting to organize your employees? A. Yes.

Q. As a matter of fact, Mr. Sinclair, isn't it a fact that sometime in July of 1965 you spoke to the wireweavers the journeymen-wireweavers of the wire weaving department, did you not? A. Yes.

Q. You talked to them about the union, didn't you?  
A. Yes.

[101] Q. And approximately how long did you talk to this group of wire weavers? A. Ten or twelve minutes.

TRIAL EXAMINER: On that occasion?

THE WITNESS: Ten or twelve minutes.

Q. [By Mr. Panos] You remember when it was in July?  
A. No, I can't remember the date.

Q. But it was— A. It would have been I would think the fairly early part of July.

Q. Do you remember telling the wire weavers that you were going to be blunt with them because you knew that the union organizing campaign started in their department?  
A. Yes.

Q. You said that and can you—did you also in this talk with the employees mention the name of the Lindsey Wire Company? A. Yes.

Q. And did you also in this talk with the wire weavers say to them that if the company had to negotiate with the Teamsters union that the Sinclair Company would negotiate down and not up? A. No.

Q. Did you say anything like that? A. Yes.

[102] Q. Would you tell us what you said? A. I told them that there were inequities in our method of compensating or paying the weaving group and that I had been concerned with this for a long time and that if I was involved with negotiations I would certainly correct this and by correcting these it would mean that I would negotiate down in the instances where these things would correct themselves in that direction as well as up in other directions.

Q. What, if anything, was said about a strike to the wire weaving employees during that time in July?

A. I told them that I was disappointed in their seeking a union because they had union experience that the last union we had had dealings with in our wire weaving group had had a strike of a good many weeks duration and that most of the people there could well remember that it had almost put our company out of business at that point and that I was disappointed to see that some of what I considered to be lessons of the past weren't living with them any more.

Q. Did you tell them that their craft was a small craft?

A. Yes.

Q. Did you tell them it would be difficult to find jobs as it is not like finding a job as a machinist? A. Yes.

Q. Did you tell them that many of the wire weavers don't [103] have the education which would make it difficult for them to find another job? A. Yes.

Q. Did you tell them that many of them were getting too old to go out and find new jobs? A. Yes.

Q. Did you tell them that the last strike nearly made the Sinclair Company bankrupt? A. Yes.

Q. And did you tell them that ever since then the shop has been running on thin ice? A. Yes.

Q. Did you tell them that the Lindsey Wire Company was not going to pay any money or pour any money into the rat hole or words to that effect? A. I told them that the Lindsey Wire Company had made it clear that it expected a profit from our company and they were not going to pour money in if they had no return.

Q. What, if anything, was said about a rat hole? A. I may have used that expression.

Q. And did you explain to them what situation would arise that would make, that would create atmosphere at the Sinclair Company where it would amount to pouring money into a rat hole. Did you explain what you said to them with respect to that? [104] A. I told them that we had basically been given a second chance in the chance to grow there through our merger with Lindsey and that we had to earn our own way and I hoped that we would be able to reach a point where we would put in new and more modern equipment than we had to make everyone's job better, but that certainly the Lindsey Company was not going to pour money into this if we were not making a profit.

Q. And how would that—did you say anything to them as to how this would be affected if a union came into the plant? A. I told them that we had very sad experience with a union before which they knew of and that I didn't want to get into the position where if a union made unreasonable demands on our company that we couldn't meet that the union would strike us and we would be back in the same situation that we were in in 1952 or '53.

Q. And that was in 1952 or '53 that the union struck the Sinclair Company? A. Yes.

Q. What union was that? A. The American Wire Weavers Protective Association.

Q. And to your knowledge that had no connection with The Teamsters Union, does it? A. Apparently some of the same personnel have carried over. I believe this fellow Williams was connected with that union, although I don't know, it has been a long time since I dealt with them.

[105] Q. Are you saying it was the Teamsters that was involved in the strike of '52 or '53? A. No.

Q. What else, if anything, did you say to the wire weavers during that talk that you had with them in July, in addition to what you have told us? A. I think we have covered the substance pretty well.

Q. Could there have been other things said that you don't recall at this time? A. It is possible, yes.

Q. Mr. Sinclair, aside from the letters that were exchanged between Local 404 of the Teamsters and the Sinclair Company did you have any personal conversations with any representatives of the Teamsters Local 404? A. Mr. Napoli at point, yes.

Q. And when was that, do you recall? A. Yes, we had a meeting at Howard Johnson's in Holyoke where we signed a stipulation for an election.

Q. To refresh your memory was that the November 2nd meeting? A. I believe it was, yes.

Q. Aside from that meeting, did you have any oral conversations with any representatives of the Teamsters Local 404 in 1965 prior to the election? A. No, not that I recall.

Q. So that whatever position taken by you was contained in [106] the letters that were sent to the union in response to the letters that they sent to you, is that correct? A. Yes.

Q. Now, sometime in November of 1965 your company agreed to an election among the journeymen-wireweavers, isn't that correct? A. Yes.

Q. And election was held on December 9th? A. Yes.

Q. So at least at that point it was the company's position that the journeymen-wireweavers was an appropriate bargaining unit? A. Yes.

Q. You agreed to an election? A. Yes.

Q. Now, at that time, did you have any doubt that the union represented a majority of your wireweavers? A. Yes.

Q. And what did you base those doubts on?

TRIAL EXAMINER: You say at that time, what time are you talking about?

MR. PANOS: In November he said that he—sometime in November he had agreed—

TRIAL EXAMINER: You are referring to November?

MR. PANOS: Yes, November.

[107] TRIAL EXAMINER: The time you agreed to the consent election.

Q. [By Mr. Panos] Which was, I believe, it is agreed it was on November 26th and it was signed at least by that time and agreed to an election among the journeymen-wire weavers? A. Yes.

Q. There isn't any question at that time that you agreed to that election among the journeymen-wireweavers, did you have any doubt that the union represented a majority of those employees? A. Yes, I did. I thought we would win the election, I thought we would win the election and we did.

MR. SIMERKA: I object.

THE WITNESS: And we did win.

TRIAL EXAMINER: You press your objection?

MR. SIMERKA: Yes, at that time there is no question or rather no request by the union for recognition; that is, in the unit of journeymen and I think—

MR. PANOS: Let's ask the witness. I will ask the witness that question.

TRIAL EXAMINER: I will overrule the objection.

Q. [By Mr. Panos] Would you answer that question what your doubt was based on? A. I thought in my mind that the union did not represent [108] a majority of this bargaining unit and I was perfectly willing to submit to an election and I won.

Q. And what did you base your position on that the union did not represent a majority of your journeymen-wireweavers? A. Personal feeling. I have known these people a long time.

Q. Sir? A. I have known these people a long time and I have worked with them a long time.

Q. Were you very optimistic that—in other words you had no doubt at all but that the employees were not in favor of the union at this time? A. No.

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THE WITNESS: I wasn't positive that we would win the election if this answers your question. I was confident that we would, but I wasn't positive.

Q. [By Mr. Panos] Mr. Sinclair, I hand you General Counsel's exhibit number thirteen which is a letter that you sent [109] to the Teamsters dated October 21st, is that correct? A. Yes.

Q. You recall that letter? A. Yes.

Q. Now, in that letter there is a statement that you have included and I am quoting the part that I want to draw your attention to, "Authorization cards are unreliable as a means for determining a union's majority status." Was that your position at that time? A. Yes.

Q. Was that always your position in 1965? A. Yes.

Q. As far as you were concerned if a union had a majority of your employees signed up and they had given union authorization cards to the union that this did not satisfy you, you did not recognize them based on that? A. This states here, "NLRB Chairman McCullough has stated that authorization cards are unreliable as a means for determining a union's majority status."

Q. And this is the position that you were taking in 1965 is that correct? A. Yes.

Q. At all times this union's request for recognition if they were basing it on the majority of cards you were concerned you would never recognize them on that basis?

[110] MR. SIMERKA: Objection.

THE WITNESS: There are other reasons here, too.

TRIAL EXAMINER: He is asking you about the card phase at this point assuming everything else was all right.

THE WITNESS: Yes.

Q. [By Mr. Panos] This was your position? A. Yes.

Q. Mr. Sinclair, I hand you General Counsel's exhibit number nineteen, which is a pamphlet dated December 7, 1965. You recall you had that sent to the employees? A. Yes.

Q. Now, I draw your attention to the back side of that pamphlet on the top it says, "Remember when these plants furnished jobs to area people?" and then it states, "Unions furnished no job security here." Who compiled that information for that side of the pamphlet? A. The pictures?

Q. The pictures and the basis for that having been put on like that? A. We had the pictures—they were taken by one of my plant superintendents and this pamphlet was compiled by counsel and myself.

Q. Did you have information that the union caused the closing down of those plants? A. No.

\* \* \* \* \*

[111] Q. [By Mr. Panos] What was your answer? A. I said no.

Q. Did the union have anything to do to your knowledge to the closing down of the White & Wyckoff Company? A. No.

Q. Did the union or did a union have anything to do with the closing down of Chemical Fine Paper Company? A. I don't believe so, no.

Q. Did a union having anything to do with the closing down of G.E.? A. G.E. was constantly faced with wildcat strikes and other types of strikes in that plant. I have no knowledge of their policy or decision but my feeling would be that, yes a union certainly was evident in their decision to close.

Q. Now, with respect to Crocker-McElwain Company did that company close down in Holyoke? A. Yes, it is part of the Chemical Fine Company, the same company.

Q. Based on information that you had at the time you prepared that pamphlet. Did a union have anything to do with the closing down of that company? A. Not that I know of.

[112] Q. I direct your attention to the C. F. Chirch & Company which is also pictured on that pamphlet, based on any information that you had did a union have anything

to do with the closing down of that company? A. Only hearsay information that I had.

Q. Mr. Sinclair, was it at your suggestion that these five companies were listed on this pamphlet? A. We took pictures of those five companies.

Q. Did you participate in the decision to have these included in this pamphlet? A. Yes.

Q. Mr. Sinclair, I hand you General Counsel's exhibit number fourteen which is a letter dated November 2nd that you sent—did you send a letter like this to your employees on or about that time? A. Yes.

Q. Did you participate in the drafting of this letter? A. Yes.

Q. Now, directing your attention to page two about the fourth or fifth of the way down where it begins, "When we look at all of the facts as they now exist" you have that page two? A. Page two.

Q. Yes, towards the end? A. Yes.

[113] Q. Now, there is a sentence in there, "However, there is nothing that the Teamsters or any other Union can offer you which will in any way increase your job security under the circumstances existing in this plant." Did you participate in putting that or deciding to put that into the letter? A. Yes.

Q. Would you tell us what position or what your position was at that time with respect to the existing circumstances at this plant? A. Well, this plant had just been through several years of rough period of time and we were financially not in good shape.

Q. So it was your position at that time that if the Teamsters or any union came in to represent your employees that the job security of your employees would not be secure, isn't that correct?

\* \* \* \* \*

Q. [By Mr. Panos] Wasn't that your position at that time? A. No, the Teamsters or any other union can offer

you which will in any way increase your job security. My position was that the Teamsters union representing our people would not in my opinion in any way increase their job security.

Q. Under the circumstances existing at this plant, is that [114] correct? A. That is correct.

Q. So it was your position that under the circumstances existing at the Sinclair Company the presence of the union would not increase the job security of the employees there?

A. That is correct.

Q. That was your position? A. That's correct.

Q. And you conveyed this to your employees in this letter? A. Yes.

Q. And did you convey it to your employees in speeches to them? A. Yes. I don't believe that I—well, I can't remember exact statements made but I don't believe that the union representation offers job security.

Q. Now, you have already told us that you talked to the wireweavers sometime in July of 1965? A. Yes.

Q. Did you tell—can you tell us did you hold a second meeting on December 8, 1965 in which you talked with the wireweavers? A. Yes.

Q. And did you convey this position to your employees both in July, 1965 and on December 8, 1965? [115] A. On December 8th I didn't make any such statement. I don't recall making such a statement as this in July, but on December 8th I was very careful about exactly what I said to my people.

TRIAL EXAMINER: Excuse me. You said you did or did not recall making a statement in July like this?

THE WITNESS: I don't recall making any such statement.

Q. [By Mr. Panos] You were more careful in what you said on December 8th than you were in July of '65?

A. I didn't want to be in the position of being misquoted.

Q. You were more careful in December 8th than you were in July? A. Yes.

Q. You made two speeches to the wireweavers? A. Yes.

Q. One in July and one on December 8th? A. Yes.

Q. Now, directing your attention to page three of General Counsel's exhibit number fourteen, and I quote from that page, "We are still on thin ice and it just doesn't make sense for us to meet unreasonable union demands which will result in further losses and eventually the necessity of closing the plant." Did you participate in the drafting of that part of this letter? A. Yes.

[116] Q. And did you take that position, did you take that position when you spoke to the employees in July 1965 and on December 8, 1965? A. I certainly spoke of our financial condition.

Q. And did you take that position as set forth on this letter to the employees? A. I indicated that this was on thin ice, but not in those words I don't believe, but that they—we had our financial problems.

Q. And what did you say to the employees, Mr. Sinclair, either in July 1965 or on December 8, 1965 with respect to the necessity of closing the plant? A. Well, I think I told them that I never heard of a company that closed a plant and I didn't intend to close and I never heard of a company that caused a strike and—

Q. What was that? A. A company calling a strike on their employees that the strikes were initiated by unions which they knew and that strikes were not caused by any act of the company or could be caused by the company's inability to accede to union demands and there was only one alternative if we found ourselves in a position where we couldn't agree to their demands that the union's only weapon is to strike.

Q. And what would the company do, Mr. Sinclair, if the union struck? [117] A. I have no idea.

Q. Well, you told them that the plant would be closed, didn't you? A. I told them it could lead, this could lead to the closing of the plant, yes.

Q. As a matter of fact this was repeated to the employees a number of times, the idea of Sinclair Company closing? A. It had almost happened once.

Q. And you repeated this to the employees in 1965 about—before the election many times, did you not? A. Yes.

Q. You were convinced of this? You believed this, didn't you? A. I believed that if our employees under any circumstances went on strike against our company that it might lead to the closing of the plant.

Q. You told them this many times? A. Yes.

Q. Mr. Sinclair, I hand you General Counsel's exhibit number fifteen which is a letter that you sent to the employees on November 5th.

TRIAL EXAMINER: What date?

MR. PANOS: November 5, 1965.

Q. [By Mr. Panos] Do you know when that was mailed to the employees? I notice that it is dated November 5th, [118] you know when it was mailed to them? A. I am not sure whether it was mailed on that date or not. It would have been shortly afterwards.

Q. It could have been shortly afterwards? A. Yes.

Q. And this was put through the United States Mails, it was not handed to them? A. No, it was mailed.

Q. And your best recollection is that it was a few days after November 5th? A. I am not sure of the date, we were having these prepared and mailed.

Q. Dated and then mailed thereafter? A. Yes.

Q. The chances could have been a few days after November 5th? A. It is possible.

Q. Directing your attention to page two of that exhibit which you are holding, November 5th letter, and going down to the middle of that page, I quote "They have no ties with Holyoke or Massachusetts. If a dollar invested here can't earn as much as a dollar invested in Mississippi or Ohio or somewhere else, you can be sure that their

dollars are going to go where they can earn the most pennies." Did you participate in the drafting of that part of the letter? [119] A. Yes.

Q. Can you explain to us what is meant by dollars invested in Mississippi, what connection does that have with the Sinclair Company? A. Well, the Sinclair Company started a plant in Mississippi.

Q. The Sinclair Wire Company? A. It is now the Lindsey Wire, it was the Sinclair Wire Works.

Q. Do I take it the Sinclair Company is a division of Lindsey Wire? A. That is correct.

Q. And at the time that the Sinclair Company became connected with the Lindsey Wire Company was this a merger or an acquisition? Did they acquire the company?

A. It was a stock transfer, so they in fact acquired 100 per cent of the Sinclair Company stock.

Q. Aside from the plant here in Holyoke you say there is a plant in Mississippi? A. Yes.

Q. Is that Florence, Mississippi? A. Yes.

Q. Do they do wire weaving there? A. Yes.

Q. And they also have a plant in Ohio? A. They have two plants in Ohio.

[120] Q. Cleveland, Ohio? A. There is one in Cleveland.

Q. Where is the other one? A. There is one in Mentor.

Q. So taking you back now to the letter when you say they have no ties with Holyoke you are referring to the Lindsey Company? A. Yes.

Q. And do I understand this correctly, Mr. Sinclair, that you were telling the employees once again that there was a possibility that the Lindsey Wire Company would close the Holyoke plant? A. No.

MR. SIMERKA: Objection. The sentence speaks for itself.

MR. PANOS: I will withdraw the question.

Q. [By Mr. Panos] Did you discuss this subject with the employees in your talk to them in July 1965 or

December 8, 1965? A. Not this particular subject, the general subject matter if you will was discussed at both times, yes.

Q. Isn't it true, Mr. Sinclair, that in both your talks you told the employees that the Lindsey Wire Company wanted to make a profit here in Holyoke at the Sinclair Company?

A. Yes.

[121] Q. Is that correct? A. Yes.

Q. And if they didn't make a profit that they could have this work down in Mississippi or in Ohio? A. If they did or didn't.

Q. If they did not make a profit here they would have the work done in Mississippi or Ohio? A. No, I said there is nothing to prevent them from having their work done in Mississippi or Ohio. I didn't say that they would.

Q. And by the way when you say work you were referring to the wire weaving work? A. Yes.

Q. And in that connection you had told the employees, did you not, that you were operating on thin ice here in Holyoke? A. Yes.

Q. And that this company here in Holyoke could not afford to give any increases or increased benefits? A. No, I didn't say that.

Q. You didn't say that? A. No. I said that our company couldn't accede to unreasonable demands.

Q. And then did you go on to say in this letter, "I know that the Teamsters Union promises you a lot, but what can [122] they deliver except pressure—the threat of a strike." Did you participate in the drafting of that? A. Yes.

Q. And did you also tell the employees in July of 1965 and on December 8, 1965 that the only thing that the Teamsters could deliver is the threat of a strike? A. I don't know if I used any words like that. I have a copy of exactly what I told to my people on December 8th if I may refer to it I can tell you whether I said this or not.

Q. You had a fully prepared speech for December 8th?  
A. I had very complete notes for this, yes.

Q. Did you talk from notes? A. Yes.

Q. You didn't read a speech, did you? A. No, I talked from notes.

Q. Did you read a speech on July 1965? A. No.

Q. Did you have any notes at that time? A. No.

Q. I am interested in what you said to the employees on both those occasions with respect to the only thing the Teamsters can deliver is the threat of a strike. Did you say anything to that effect to them? A. I don't believe that I said that, no.

[123] Q. Directing your attention, Mr. Sinclair, to General Counsel's exhibit number sixteen, which I hand to you which letter was sent to the employees dated November 22nd, 1965? A. Yes.

Q. Did you participate in the decision to send to your employees the book entitled, "The Enemy Within"? A. Yes.

Q. And did you discuss this book with your employees in your talk to them in July of 1965 and on December 8, 1965? A. I told them in December that I hoped that they had read this. That is all I said.

Q. You told them that you hoped they had read it?  
A. Yes.

Q. Did you tell them why? A. No. Let me add to that. I feel that I told them that this book outlined the problems of leadership in the Teamsters Union and I hoped that they had read it.

Q. At that time did you have any evidence—withdraw that. Did you have any basis for forming an opinion with respect to the local leadership of Local 404 of the Teamsters at that time? A. No.

MR. SIMERKA: Objection.

TRIAL EXAMINER: Overruled.

Q. (By Mr. Panos.) As far as you were concerned at that [124] time the officials of Local 404 of the Teamsters

were not in any way connected with racketering or hoodlums or anything of that type as brought out in Bob Kennedy's book? A. They were connected with the Teamsters Union.

Q. The International? A. Yes.

Q. Did you have any basis for feeling that the officers of Local 404 here in Springfield were in any way connected with racketering or hoodlums? A. I had made no investigation.

Q. So you had no basis to form any opinion with respect to that?

\* \* \*

THE WITNESS: I feel that the Local is a part of the International and I think the International Teamsters leadership is corrupt.

TRIAL EXAMINER: With respect to the individual persons who were leaders of Local 404 you have any feeling or any knowledge rather aside from the fact that the Local is connected with the International aside from that factor did you have any basis for concluding that individuals of Local 404 were in any way connected with racketering?

THE WITNESS: No.

TRIAL EXAMINER: All right.

[125] Q. (By Mr. Panos.) Now, I direct your attention to General Counsel's exhibit number seventeen, which is the letter dated November 30, 1965 about the middle of the way down on the first page and I quote, "A strike can still close the Holyoke plant, but other plants can pick up the work." Did you participate in the drafting of that part of the letter? A. Yes.

Q. And did you say anything with respect to that in your talk to the employees in July of 1965 and on December 8, 1965? A. Yes, I told them that in our present position with the equipment that we had in Holyoke the weav-

ing production, if you will, in Holyoke was not a necessity to the successful operation of the total company.

Q. If—what, if anything, did you say about the union's relationship to that situation? A. I am not sure.

Q. You told the wire weaving shop was not a necessity as far as the Sinclair Wire Company was concerned the fact of having the wire weaving done in Holyoke by the Sinclair Company was not a necessity as far as the Lindsey Wire Company was concerned? A. I told them again through contract negotiations with a union that our people went on strike I didn't think that [126] the Lindsey organization was going to be concerned about that fact.

Q. And that strike can still close the Holyoke plant you told them that, right? A. A strike could close the Holyoke plant.

Q. You told them this in July and in December of 1965 in addition to what is contained in the letter? A. Yes.

Q. And you did tell them in July and December of 1965 that the other plants would pick up the work? A. No, I don't think I told them that. I think I said as I stated to you that the production of our weaving department and the overall operation was not a necessity assuming that the material would be woven somewhere else.

Q. Because Lindsey has facilities elsewhere? A. Yes.

Q. You told them that? A. Yes.

Q. And in that connection did you also tell them that many of them were old and that it would be difficult for them to get jobs elsewhere? A. I told them they had a skill trade which had limited use and we had several people at this time who were over sixty years old and I think that is a difficult time in life to try and start again.

[127] Q. You told them that? A. Yes.

Q. And did you also tell them that many of them didn't have the education to enable them to find another job? A. I told them that there were people available who were younger and stronger and better educated and were of a less insurance risk. And that they would be competing against these people on the open labor market.

Q. And did you also tell them that Lindsey Wire Company would close the Holyoke plant because wire could be imported from overseas? A. I told them that we were still subject to foreign competition and that it was perfectly conceivable, if any under circumstances that the plant was closed that some of this work could well go to the foreign wire companies that we had to handle foreign wires in the past.

Q. Now, directing your attention to page two of that document of November thirty, the letter on the upper part you state and I quote, "When the company answer is No to the Teamsters Union big demands it can call you out on strike." A strike is a Union's only weapon to enforce its big demands." Did you participate in the drafting of that part of the letter? A. Yes.

Q. Was it your position at that time that the union's only [128] weapon of enforcing contract demands was a strike?

MR. SIMERKA: Objection.

TRIAL EXAMINER: Overruled.

THE WITNESS: No. Contract demands and excessive demands I think are two different things.

Q. (By Mr. Panos.) Was it your position at that time, Mr. Sinclair that a strike is a union's only method to enforce its big demands, is that your position at that time? A. If the union and the company could not meet or reach a negotiated agreement I believe that the only thing the only alternative a union has is to strike.

Q. Let me ask you the question again, was it your position again that a strike is a union's only weapon to enforce its big demands, was that your position?

MR. SIMERKA: Objection.

TRIAL EXAMINER: Well, you can answer that yes or no and then you can explain if you wish. I will overrule the objection.

MR. SIMERKA: I object to the pertinency of this type of question. It is not directed to any statement—

TRIAL EXAMINER: Well, the date is specific and the time he made these speeches to the weavers.

MR. PANOS: That is right.

TRIAL EXAMINER: Can you answer that question was that [129] your position at that time, if you wish you can explain?

THE WITNESS: Yes. I would like to explain.

Q. (By Mr. Panos.) Go ahead? A. By saying that the company and the union had set out bargaining in good faith and when a contract agreement could not be concluded and this happens because generally a company cannot economically meet the demands of the union then the only answer that the union has is to strike or to accede to a settlement.

Q. And did you communicate this to the wireweavers in your talk to them in July of 1965 and in your talk to them on December 8, 1965? A. I communicated my explanation of that statement.

Q. Did you say to them as you have testified to right now? A. Yes.

Q. Now, during any time, Mr. Sinclair, in 1965 when the Teamsters Local 404 was attempting to organize your wireweavers did the Teamsters ever indicate to you what their demands would be? A. They did not indicate anything directly to me. Their letter stated that was signed by Mr. Williams indicated the settlements that they had been obtaining in their last round of negotiations.

Q. Did they ever indicate at any time any demands that [130] they were prepared to make on the Sinclair Company which you at that time judged to be excessive? A. Local 404 never approached me directly with any demands.

Q. So at the time that you were discussing this with your wireweavers in July of 1965 and December 8, 1965 when you set forth the letter of November 30th, 1965 you at that time had not been confronted with excessive demands

like Teamsters Local 404? A. No, other than what was in Mr. Williams letter.

Q. Was that letter of July third? A. Yes.

Q. Which is General Counsel's exhibit number three? A. Yes.

Q. I hand you General Counsel's exhibit number eighteen which is the letter to the wireweavers that you sent which is dated December 1, 1965, you have that? A. Yes.

Q. Directing your attention to page two, towards the top of the page around the third sentence and I quote, "Is management scared of the Teamster's Goon Squads?" A. Where are you? I see it, all right.

Q. Did you participate in the insertion of that into this letter? A. Yes.

Q. Did you discuss the Teamster's Goon Squads in your [131] talk to the employees in July of 1965 or on December 8, 1965? A. No.

Q. Did you have any basis at the time this statement was included in the December 1, 1965 letter that there were any goon squads connected with Local 404 of the Teamsters? A. No, other than they were associated with the National, no.

Q. And now, going down on the same page and I quote, "We know there is a certain risk to us from the Hoodlum element which controls this Union." Did you participate in the inserting of that in this letter? A. Yes.

Q. Did you discuss the, "Hoodlum element" in your talk in July of 1965 or on December 8, 1965? A. Yes.

Q. And what did you say to them on December 8, 1965 with respect to the hoodlum element? A. Well, I just cited that Dave Beck was convicted criminal and that Jimmy Hoffa was out on bond from a court conviction.

Q. Did you say anything to them at the time with respect to any hoodlum element in Local 404 of the Teamsters here in Springfield? A. No.

Q. At that time that you made these statements to these [132] employees with respect to the hoodlum element that

you included in your letter you had no basis or any foundation to form any judgment of any hoodlum element connected with Local 404 of the Teamsters here in Springfield other than as it referred to the International? A. Connected with the International and it is a part of the organization and I think very definitely—

TRIAL EXAMINER: Just a minute.

MR. SIMERKA: Objection.

TRIAL EXAMINER: Overruled. Suppose you ask the question again and please listen to the question.

Q. (By Mr. Panos.) Did you have any basis at that time to have any evidence that there was a hoodlum element connected with—directly with Local 404 of the Teamsters? A. No.

Q. Now, directing your attention to that same page about three quarters or four fifths of the way down and I quote, "If the Teamsters Union wins the election, it will be very difficult for you get another election to vote it out." Did you participate in the insertion of that in your letter? A. Yes.

Q. What—was it your position that—withdraw that. Did you convey that position to the employees in the July 1965 and December 8, 1965 meetings? A. No, I don't believe so.

[133] Q. Was it your position at that time that if the Teamsters won the election that the employees under existing rules and regulations as you understood them had no procedure left open to them to have another election to knock the Teamsters out?

MR. SIMERKA: Objection. This statement doesn't say that.

TRIAL EXAMINER: Well, he is asking if that was his position.

MR. SIMERKA: Unless he's asking a question about something communicated I don't think it is material to this case.

MR. PANOS: This was communicated in this letter and I am asking to find out if it is true or not.

MR. SIMERKA: The letter will stand on its own.

MR. PANOS: I think it is relevant to see if this witness has intentionally misrepresented—

TRIAL EXAMINER: I will overrule the objection. You recall the question?

THE WITNESS: If there was any procedure that our employees could take to eliminate the union from representing them.

MR. PANOS: Yes.

THE WITNESS: I was aware of a procedure that as I understand it is most difficult to allow.

[134] Q. And did you discuss this element of the letter with your attorneys? A. Yes.

Q. Did they indicate to you that it is very difficult under existing Board procedures to have another election once a union gets in?

MR. SIMERKA: Objection.

MR. PANOS: I will withdraw that.

Q. (By Mr. Panos.) As a matter of fact, Mr. Sinclair, your attorneys advised you that even though the Teamsters were voted in there is a procedure for the employees to vote the Teamsters out, isn't that right? A. Yes.

Q. And you were aware of this fact at the time that you drafted this letter? A. Yes.

Q. And yet you told the employees that it was difficult to get another election. Did your attorneys advise you that it was difficult?

MR. SIMERKA: Objection.

MR. PANOS: I will withdraw that.

Q. (By Mr. Panos.) On what did you base that statement that it was difficult to get another election?

MR. SIMERKA: Objection. I think the witness has answered that question. He testified that as he understood [135] it was difficult to follow.

TRIAL EXAMINER: The question is what lead him to that understanding. I will overrule the objection.

THE WITNESS: Consultation with counsel, with the personnel manager of my parent company.

Q. (By Mr. Panos.) Is that what you said lead you to believe that it was difficult to have another election once the Teamsters came in? What did they say to you that lead you to tell your employees that it was difficult to get the union in without—rather difficult to get the union out once it got in, what did they say to you about that, sir?

A. Well, I can't remember exactly, but they said that the procedure to have another election to take another vote for or against the union representation was most difficult to follow.

Q. Most what? A. Most difficult to follow.

Q. Did they go into details with you, sir? A. Not particularly, no.

Q. Was it on that alone that you inserted this in the letter? A. Yes.

Q. Mr. Sinclair, I hand you General Counsel's exhibit number twenty-one and directing your attention to the second [136] side if I may refer to it as page two, although it is not numbered, on page two under where it reads, "No changes at this time." I will read the following sentence, "During a union organizing campaign an employer is prohibited by law from making any changes in wages or other benefits which could induce any employee to change his mind on how he will vote. Because of this rule, we are unable to discuss wages with other groups of our employees whom the union does not wish to represent at this time." Did you participate in the inserting of that part in the pamphlet? A. Yes.

Q. Did you tell your employees either in July 1965 or on December 8, 1965 that because of the union's campaign for employees other than the wire weaving employees that you were not entitled to any wage increases or other benefits? A. Yes, during this period of time at one point or another all of my employees were involved in this. It was just wire weaving at this time.

Q. Now directing your attention to General Counsel's exhibit number twenty-one you joined in the stipulation, Mr. Sinclair, that this was sent to the employees either the second or third week before the election, isn't that right?

A. Yes.

Q. So that this would mean that this pamphlet was sent to [137] them around the second or third week of November, isn't that right? A. Yes.

Q. And the only thing pending before your employees was an election involving the wire weaving employees, isn't that correct? A. Yes.

Q. So at this time that you communicated to your employees for example on December 8th the only group in which the election was pending or was the wire weavers group as far as you were concerned? A. This is true, but at the rate things were changing and who I was dealing with up to that time I wasn't at all sure just how we would end up or with who.

Q. But the only election pending at that time was with the wire weaving employees? A. Yes.

Q. So as far as you knew the organizing effort of that time was with the wire weaving unit? A. Right.

Q. And it was your position as I understand it you communicated to your employees December 8th that while the union was attempting to organize the wire weaving employees that the company would not give any benefits to any other employees, isn't that right?

[138] MR. SIMERKA: Objection.

TRIAL EXAMINER: Overruled.

Q. (By Mr. Panos.) That's what it says in the pamphlet?

A. Yes, that's the sentence, yes.

Q. And you said this to your employees in your talks to them? A. No.

Q. That was your position when you gave— A. At the time of mailing of this pamphlet, yes.

Q. Directing your attention to the second paragraph of the upper right hand side of that same page which I will

again quote, "We had no doubt that the Teamsters Union can again close the Wire Weaving Department and the entire plant by a strike." Did you participate in the drafting of that? A. Yes.

Q. Well, the truth of the matter is that the Teamsters Union did not close the wire weaving department back in '52 or 1963 isn't that so? A. That is true.

Q. So that this statement here that we have no doubt that the Teamsters Union can again close the wire weaving department you mean the truth is that the Teamsters if they did close the wire weaving department would be doing it for the first time, isn't that right? [139] A. That is correct, the Teamsters Union would be doing it for the first time.

Q. The Teamsters would again close the wire weaving department is incorrect? A. It is incorrect.

Q. And reading down the last paragraph on that side, "Unions sometimes call strikes as a face saving gesture," Did you participate in the inserting of that part of the paragraph? A. Yes.

Q. Did you discuss this fact with your employees in July 1965 or December 8, 1965? A. No.

Q. There was nothing said during those talks about face saving gestures? A. No.

Q. No, I direct your attention to the sentence on the third page just above the picture of the Sinclair Company where it shows the doors barricaded. "The Teamsters Union is notorious for its picket line violence." Did you participate in inserting that in the pamphlet? A. Pardon?

Q. Did you participate in having that inserted in this pamphlet? A. Yes.

[140] Q. On what did you base that fact? A. Have you read Mr. Kennedy's Book?

TRIAL EXAMINER: Unfortunately you can't ask the questions.

THE WITNESS: I am basing this on my own reading of the newspaper, books and articles.

Q. (By Mr. Panos.) That's what you based it on? A. Yes.

Q. And by the Teamsters Union—withdraw that. Did you discuss this fact with your employees on July 1965 or December 8, 1965? A. I don't recall discussing it at either time.

Q. Did you have any basis at that time to form that judgment with respect to the picket line violence as referred to Local 404 of the Teamsters here in Springfield?

MR. SIMERKA: Objection.

TRIAL EXAMINER: Overruled.

THE WITNESS: Again I haven't referred to Local 404 here, I have no knowledge of Local 404's activities.

Q. (By Mr. Panos.) You have been a part of the Holyoke-Springfield area community for quite sometime, Mr. Sinclair?

A. Yes.

Q. At least during the past twenty to twenty-five years?

A. Yes.

Q. You have any basis to form a judgment that Local 404 [141] of the Teamsters in that area have ever participated in picket line violence? A. No.

Q. Now, I direct your attention to that picture just under that a picture of a plant I believe with a flag pole saying Sinclair and the doors seem to be barricaded and it says, "The closedest closed shop in town." Did you participate in inserting that in the leaflet? A. Yes.

Q. I see that the flag is at half mast? A. Mourning.

Q. And as a matter of fact, Mr. Sinclair, did you tell your employees many times in July 1965 and on December 8, 1965, that the Sinclair Company would close? A. No.

Q. You mentioned the closing of the plant many times? A. I mentioned the possibility of its being closed if we were struck or subjected to a strike. I told them that the last thing in the world that I wanted was a plant that was closed down and this was my life, too.

Q. Now, this picture that you have inserted here it says nothing there if you were subjected to a strike at all, it has a picture of the company with a flag at half mast which has the Sinclair Company on it and the doors are barricaded and it says, "The closedest closed shop in town." [142] Now, you made a decision to have that inserted in the letter? A. Yes.

Q. You know the result of observing that picture was that the Sinclair Company was closed, is that right? A. No.

Q. It shows the company— A. It is depicted that they are closed.

Q. As being closed? A. Yes.

Q. So you intended that your employees be faced with this picture of having the Sinclair Company showed as being closed down?

MR. SIMERKA: Objection.

MR. PANOS: I will connect it up.

MR. SIMERKA: This speaks for itself.

TRIAL EXAMINER: I will sustain the objection to that.

Q. (By Mr. Panos.) I hand you General Counsel's exhibit number twenty would you look on that side of the exhibit that has the writing on the top, vote right and avoid strikes. Did you participate in drafting the language of that side of the pamphlet? A. Yes.

Q. Particularly the language, "Put your X on the right." and then it says, "No, never called a strike." Did you [143] participate in the words strike there also? A. Yes.

Q. So I take it then, Mr. Sinclair, that in your talks with the employees in July of 1965 and on December 8, 1965 as we have reviewed here in your letters and pamphlets to the employees you repeatedly told them about strikes, is that so?

MR. SIMERKA: Objection.

TRIAL EXAMINER: Overruled.

THE WITNESS: I meant strikes, yes.

Q. (By Mr. Panos.) And you were very much concerned about strikes, isn't that right? A. Very much.

Q. You made it a point to inform the employees with your concern? A. Yes.

Q. And your concern was related to the possibilities of the plant closing because of a strike, isn't that right? A. Yes.

Q. And you communicated this to them many times, isn't that right? A. Yes.

Q. You wanted to make sure that they knew that if there was a strike that the plant could close down? [144]

A. It was possible for it to close.

Q. Well, I thought you mentioned this to them many times?

\* \* \*

THE WITNESS: I talked to them as a group twice. Once in July and once in December.

Q. (By Mr. Panos.) And in both of those talks you told them about this idea of the strikes and the plant closing down?

\* \* \*

THE WITNESS: In both of those talks I told them that there was a possibility through a strike that the plant could close.

Q. (By Mr. Panos.) You said this to them many times? A. No, sir, two times.

Q. On those two occasions during each occasion you mentioned that there was a possibility a number of times to them? A. No.

[145] Q. No? A. No.

Q. I hand you General Counsel's exhibit number nineteen, Mr. Sinclair, and I direct your attention to the first page, did you participate in the drafting of that cartoon?

A. I didn't draw the cartoon I saw the cartoon after it was drawn and I participated in some discussion as to the general layout of it, yes.

Q. Did you participate in providing some of the details that are shown in this cartoon? A. By actually drawing them or—

Q. For example, let me show you so not to confuse you, there is a toomstone there and it says, "Chemical Fine Paper" did you provide or participate in providing that name? A. Yes.

Q. And I direct your attention to the back side of that pamphlet that has pictures of plants, Chemical Fine Paper is one of the plants that is pictured there? A. Yes.

Q. And to your knowledge did the Teamsters have anything to do with that plant closing down? A. No.

Q. Did any union have anything to do with that plant closing down? [146] A. They were unionized and economically and apparently they couldn't operate and they closed down.

Q. But you did have any objective basis to make a determination that the union had anything to do with the plant closing down?

MR. SIMERKA: Objection. The document does not say that. The question assumes the fact that is not stated in this exhibit.

MR. PANOS: Well, I have heard about all the old sayings a picture is worth a thousand words and I don't believe a few words to explain this would be out of order.

TRIAL EXAMINER: I will overrule the objection. Do you recall the question?

THE WITNESS: That the Teamsters Union—

MR. PANOS: I will repeat it.

Q. (By Mr. Panos.) Did you have any objective basis for making a determination that any union had anything to do with the closing down of the Chemical Fine Paper Company? A. No.

Q. Now, I direct your attention to the portion of the cartoon that has the name White & Wyckoff, that also is a company that is pictured in the back of the pamphlet, is it not? A. Yes.

Q. And the words under that are "So quiet today". Did that [147] plant close down here in Holyoke? A. That closed in Holyoke, yes.

Q. And did you have any objective basis for stating that the union caused the close down of that plant?

\* \* \*

THE WITNESS: No.

Q. (By Mr. Panos.) Now, directing your attention to that portion of the cartoon that has a toomstone with the name of Church and again referring to the back side of the pamphlet it has C. H. & Company. Did that company is that company located in Holyoke? A. They are in Williamansett.

Q. Were they in Holyoke? A. Yes.

Q. Did that close down? A. Yes.

Q. Did you have any objective reason for arriving at the determination that the union had anything to do or caused the close down of that company? A. Yes.

\* \* \*

[148] Q. (By Mr. Panos.) As a matter of fact the C. F. Church Company moved to Palmer, Mass., did it not? A. Yes, and they have a plant in Palmer.

Q. They moved from Williamsett to Palmer approximately how many miles is that, if you know, between Williamsett and Palmer, Mass.? A. Twenty.

Q. So with respect to the C. F. Church Company that plant closed down in Williamsett and moved twenty miles away to Palmer? A. Yes.

Q. Now, with respect to the General Electric Company that is on a toomstone in the cartoon and again I direct your attention to the back side of the pamphlet that has a picture of the G. E. Plant? A. Yes.

Q. Did a union have anything—do you have any objective basis for making a determination that a union caused the close down of the G. E. plant in Holyoke?

MR. SIMERKA: Objection.

TRIAL EXAMINER: Overruled.

THE WITNESS: Yes.

TRIAL EXAMINER: You may have a standing objection to this line.

Q. (By Mr. Panos.) The G. E. Plant in Holyoke did it close [149] down? A. Yes.

Q. And do you have an objective basis for making a determination that a union caused that close down? A. No, I wouldn't say it caused it but it certainly was a participating factor.

TRIAL EXAMINER: You say you thought it was do you have any basis for arriving at that determination?

THE WITNESS: Well, I was aware of a constant labor turmoil that existed in that plant.

Q. (By Mr. Panos.) Were the Teamsters in any way connected with the General Electric plant? A. I don't believe so.

Q. Now, directing your attention to that portion of the cartoon that has two men, one with a pick and one with a shovel digging what appears to be a grave and it says IBT, do you have any knowledge as to what that refers to the IBT? A. That would be the International Brotherhood of Teamsters, yes.

Q. And what, if any basis did you have, Mr. Sinclair, to prepare that portion of the cartoon that shows a wheel barrel with the name Teamsters on it and a gravestone head piece on that wheel barrel with the name of Sinclair Company 1927 and being pushed towards that grave that is being [150] dugged, what did you intend to convey to the employees?

MR. SIMERKA: Objection.

TRIAL EXAMINER: Sustained.

Q. (By Mr. Panos.) Mr. Sinclair, directing your attention to what we may call page one of that General Counsel's

exhibit number nineteen and I quote in the lower right-hand side of that page, "What facts do you have which would lead you to believe that a hoodlum dominated Union, like the Teamsters, can give you real job opportunity at the Sinclair Company?" Did you participate in inserting that in the pamphlet? A. Yes.

Q. Did you have any basis for forming the opinion that Local 404 of the Teamsters was hoodlum dominated? A. I didn't say Local 404 of the Teamsters.

MR. SIMERKA: Objection.

TRIAL EXAMINER: Overruled.

Q. (By Mr. Panos.) You didn't say this. At the time you had no basis for forming the judgment that Local 404 of the Teamsters was hoodlum dominated? A. It is connected with the International.

TRIAL EXAMINER: Aside from its connection?

THE WITNESS: No.

Q. (By Mr. Panos.) Now, directing your attention to the left side of that page and I quote, "The Union doctors [152] gave them bloodletting strikes, restricted production and higher labor costs." You find that? A. No, I'm sorry I am not with you.

Q. About three-quarters of the way down towards the end? A. Yes.

Q. Did you participate in having that inserted in the letter? A. Yes.

Q. Did you have any objective basis for knowing that any unions restricted production? A. Restricted production?

Q. Yes? A. In individual cases, no, not necessarily. We had under unions our experience of restricted production.

Q. Under your union experience? A. Yes.

Q. What date are you referring to? A. Going back now to the late 1940's.

\* \* \*

Q. (By Mr. Panos.) Mr. Sinclair, directing your attention to the third page of that exhibit, the right hand side about [153] three or four inches down and I quote, "Before making your decision, drive past a few of the vacant plants where business died. It will not be a pleasant drive, but it could be a very informative one for you." Did you participate in the inserting of that into the pamphlet? A. Yes.

Q. Did you discuss this subject matter with your employees in July of 1965 and on December 8, 1965? A. I may have in July.

Q. What did you say to them about this subject matter in July? A. The only thing that I can recall of having possibly said was that something to the affect if you don't feel that the plant can go out of business all you have to do is look around Holyoke and see a lot of them out of business.

Q. What if anything was said about the union relation to that? A. Well, this would only be tied in with the event of a strike in the Sinclair Company and the possibility of such a strike closing our plant.

\* \* \*

[160] \* \* \* Q. You have told us that you made two speeches to the wire weavers one in July 1965 and one on December 8, 1965. Aside from those two speeches, Mr. Sinclair, did you have [161] individual conversations with the wire weavers with respect to the union? A. Yes.

Q. And did you have those conversations with them between the period beginning the first part of July 1965 up to the date of the election on December 9, 1965? A. Yes.

Q. I believe we have agreed that there were fourteen wire weavers during that period? A. Yes.

Q. And is it your testimony that you talked to each of them to all of them individually or to part of them individually? A. To part of them individually.

Q. Approximately how many of the fourteen employees did you speak to individually about the union? A. Ten.

Q. And where were you when you spoke to them? Did you talk to them in a certain area? A. In the plant normally in the weave shop where they worked.

Q. And did you discuss with them some of the matters that you discussed with them in your speech to them in July 1965 and when you talked to them on December 8, 1965? A. I discussed essentially the questions that they asked me which included some of these matters that were in my talk to the group in July.

[162] Q. Is it your testimony that your talk to them in July prompted questions in the minds of the employees and they came back to you to talk about the union? A. No, generally when I went down to talk to them I would tell them that I would like to talk about the union and particularly did they have any questions concerning our attitude or my feelings in this matter and this would generally start the conversation.

Q. So you would start the conversation by asking them if they wanted to talk about the union? A. Yes.

Q. And if they said yes you would—what would your next pattern of questions be? A. Do you have any questions about my position or the company's feelings about this? Do you have questions regarding the organization at all. If I can answer them I certainly will.

Q. And I take it that some did ask you questions and that is what prompted the conversation with them? A. Yes.

Q. And you supplied the answers? A. Yes, wherever I could.

Q. Directing your attention now to the speech that you made to the employees on December 8, 1965, Mr. Sinclair, what time of day was that? [163] A. This was in the early afternoon, the very early afternoon, I believe.

Q. Do you recall what time it was approximately? A. I would say 1:30.

Q. And approximately how long did this talk take? A. Five minutes.

Q. Where was this talk given? A. In the weave shop.

Q. You have a day shift and a night shift in the weave department? A. Yes.

Q. And at that time was your talk given to the night shift weavers? A. I put out the word through the foreman

in this department that I was going to talk at that time and anyone who wanted to come in certainly was welcome to come in and that I would like to have them hear what I to say.

Q. What time do the night shift weavers usually start work? A. Well, it varies depending on the number of hours that we are working, usually 3:30 to 4:00 o'clock. I can't recall exactly what the schedule might have been at that time.

Q. Do you recall on December 8th that the night shift wire weavers whether they came in early and heard your speech? [164] A. Some of them I believe did. Mr. Bougie was on the night shift at that time and he came in. I remember his being there.

Q. As a matter of fact they were paid for the time that they came in early, weren't they? A. I can't say.

Q. Is it your testimony that the foreman of the night shift simply told the night weavers if they wanted to come in to come in on their own time? A. There is no foreman of the night shift. There is one foreman in the department and I told him that I was going to have this talk and to let the various people know that. The shift changes while he was still present in the plant.

Q. He was to tell them to come in on their own time if they wanted to come in to come on in? A. As I recall I told him that I was going to give this talk and anyone who wished to come in was certainly welcome to come in. I don't recall anything specific about whose time they would be paid or not paid.

Q. And how many of the wire weavers were present during this talk on December 8th? A. I can't tell.

Q. Approximately? A. There was, I would say, the large majority of them were present. The large active majority if you will. We have [165] some people that were sick at that point.

Q. Would you say that approximately all of the wire weavers that had been working actively working and not on sick leave or absent for other reasons that all of them were present during this talk? A. Yes, the large majority.

Q. And other than yourself was there any other supervisors or supervisory personnel present? A. The foreman was present.

Q. Who is that? A. Armand Gadouas.

Q. And he is the foreman of the weave department? A. Yes.

Q. I believe yesterday you told me that you did not speak from a prepared speech but that you had notes? A. I had very complete notes, yes.

Q. And in this talk to the employees on December 8th, did you tell the wire weavers about corruption in the Teamsters? A. Briefly mentioned Mr. Beck and Mr. Hoffa.

Q. And did you make reference to Bob Kennedy's book that had been passed out to the employees? A. Yes.

Q. And did you make reference to the Senator McClellan labor racketeering committee? A. Yes.

[166] Q. What did you tell them about that? A. I just told them that the article had been written about—that Mr. Kennedy wrote a book and I had hoped that they read the book.

Q. And did you speak to them about Dave Beck and the fact that he was put in jail? A. Yes.

Q. Did you speak to them about Jimmy Hoffa and a jail term that was pending with respect to him? A. A pending possible jail term.

Q. Did you tell them that they never had to deal with this kind? A. Yes.

Q. And what else did you say to them with respect to that subject? A. If I had to I would.

Q. What? A. If I had to I would.

Q. But you told them you didn't want to? A. I didn't say that. I have never dealt with this kind but if I had to I would.

Q. Did you say to them, Mr. Sinclair, that the new ownership, meaning the Lindsey Wire Company had made it clear to you that they were not going to sink a bundle of money in the Sinclair Company for the fun of it? [167] A. Yes.

Q. And did you say to them that the parent company Lindsey Wire Company had stated to you that Sinclair Company must establish on its own? A. Yes.

Q. And did you state to them that if the Sinclair Company operates profitably that we, meaning you and the wire weavers would keep your jobs? A. Yes, words similar to that.

Q. In substance? A. Yes.

Q. Mr. Sinclair, what is the fiscal period for the Sinclair Company? A. It is January first to December 31st.

Q. Calendar year. Did the Sinclair Company operate in the red or the black for the fiscal year 1965?

\* \* \*

[168] THE WITNESS: We made a very small profit in 1965.

Q. (By Mr. Panos.) The company was in the black in 1965? A. Yes.

Q. And did you tell the employees during that speech that the Teamsters will them—will call them out on strike? A. No.

Q. What did you say to them about that? A. I said that if in negotiations unreasonable demands that we couldn't meet it could lead to a strike by the Teamsters Union.

Q. And did you say to them that I don't think our new ownership will lose a minutes sleep whether the union threatens the company with a strike? A. Yes.

Q. The new ownership meaning the Lindsey Wire Company? A. Yes.

Q. The Lindsey Wire Company had made it clear to you that they were looking for profit and not a hole to pour money down? A. Yes.

Q. And did you say to the employees if we have to negotiate with the Teamsters and cannot meet agreement on the contract under which we can make money they would call us out on a strike? A. Who do you mean by they?

[169] Q. The Teamsters? A. If we can't negotiate a contract under which we would make money because of

unreasonable demands it could lead to a strike by the Teamsters.

Q. Did you say to them it didn't make any difference to the Teamsters whether the Sinclair Company stayed in business or not? A. Yes, something similar to that. I didn't feel that it made any difference to the Teamsters.

Q. Whether the Sinclair Company stays in business or closes down? A. Yes.

Q. Or words to that effect? A. Yes.

Q. In this regard did you say to them that the Teamsters have contracts with other companies that would pick up the business? A. I said they certainly might feel that other companies with whom they had contracts could pick up our loss of business.

Q. Excuse me? A. Our loss of business.

Q. So that you told the employees that if the plant closed down as you explained the Teamsters didn't care because they had contracts with other companies and they would pick up the [170] business? A. I would think their attitude must or might be if we did close there were other companies with whom they had contracts that might pick up this lost business.

Q. In this regard did you say they don't care which sheep they shear so long as they get the wool? A. Yes.

Q. Did you say to them it makes a lot of difference to me who is working. I want my job and I suppose that you want your job? A. Yes.

Q. Did you say to them again let's look at the facts, no one admits he's getting older? A. Yes.

Q. Did you say we are all Jack Benny's and are never going to be over thirty-nine but we don't look that way to employer management? A. I said we are all Jack Benny's or something similar to this.

Q. And did you say to them that most companies probably have a large number of applicants who are younger and better experience[d] and certainly a lot better insurance rating than you and I or words to that effect? A. Yes.

Q. They could be hired for less money? [171] A. Yes.

Q. And did you tell them that their experience, meaning the wire weavers experience is limited to a small craft?

A. Yes.

Q. Did you say anything else with respect to that? A. No, I don't believe so.

Q. Did you say to them that if the Sinclair Company closes down because of a strike that other plants will pick up the business? A. No, I don't believe so. I think I said if we close because of a strike there was a possibility of other plants picking up our business. I also said there was a possibility that foreign manufacturers might benefit from this.

Q. And in respect to that, did you say maybe three months from now you would be forced to sell foreign wires if the Teamsters Union stops our production? A. Yes.

Q. And you told them you all know that we have handled foreign wires in the past? A. Yes.

Q. And if you did handle foreign wire that would mean there would be less production at the Sinclair Company?

A. No.

Q. What do you mean by handling foreign wires? A. It would mean in order to meet the delivery requirements [172] of our customers in the area that we would have to handle these foreign wires in order to meet these customers demands.

Q. I believe you just told me that you had told them that you had to handle foreign wires in the past? A. Yes.

Q. What period were you referring to? A. I was referring to preceding the years just preceding Lindsey Wire acquiring the Sinclair Company.

Q. The company wasn't on strike at that time, was it? A. No.

Q. You handled foreign wires? A. Yes.

Q. Did this mean less hours of work for the employees at the Sinclair Company? A. No.

Q. Well, how would the handling of foreign wires affect the work of the employees in the Sinclair Company? A. How would it?

Q. Yes? A. If the Sinclair Company was operating it would not affect them at all, if the Sinclair Company was closed because of a union strike this would be work that they weren't doing.

Q. So that it was in this respect that you mentioned if the Sinclair Company was closed you could have the wire [173] that was usually made by the wire weavers purchased in foreign markets? A. I would have this possibility.

Q. And you said that you have purchased it in the past? A. Yes.

Q. Did you refer to your letters to them by telling them that I am giving you the facts today and by my mailings to you previously? A. Yes.

Q. And in summing up did you say this is not a rosy picture for you or for me? A. Yes, something like that.

Q. And did you say to them perhaps you feel I am bluffing but I am not or words to that effect? A. Yes, I said you may think that I am bluffing but I am not. I am very serious and very concerned.

Q. And did you conclude by saying to them that to you and your dependents this is one of the most important elections in which you will vote? A. Yes.

Q. And you told them to think over carefully their decision as to how they would vote? A. Yes, and I told them to vote.

Q. Pardon me? A. And I told them to vote.

\* \* \*

### [175] CROSS EXAMINATION

Q. (By Mr. Simerka.) Well, Mr. Sinclair, a few minutes ago you were asked whether or not you had made a series of statements in your talks of December 8th? A. Yes.

Q. You said or testified that you had said to the employees that you were serious and that you were concerned? A. Yes.

Q. Did you also in the course of that talk state, "I think you people feel that I have been honest in my dealings with you as my dad was before me." A. Yes.

Q. Did you also say, "I am not concerned with beating a union, I am concerned with our future." A. Yes.

Q. And did you also say in this speech of December 8 1965, "You can and should vote as you think best for yourself in the secrecy of the Labor Board's voting booth." A. Yes.

Q. Mr. Sinclair, you said that early in July of 1965 an employee told you he had received a union authorization [176] card and a letter? A. Yes.

Q. I show you this General Counsel's exhibit number three, is that the letter that was shown to you by the employee? A. Yes, it is.

Q. He furnished you a copy of that? A. Yes.

Q. Now, you stated that the letter—that several other employees, perhaps ten or twelve also asked you whether you had a copy of that letter, General Counsel's exhibit number three? A. Yes.

Q. The employees who were involved in these discussions concerning General Counsel's exhibit number three were these employees of the weave shop? A. There were some, they were throughout the shop.

Q. In other words, some of them were employees of the weave shop and others were not weavers? A. That is correct.

Q. Now, I show you General Counsel's exhibit number eleven, the letter you sent to the Teamsters Union on or about September 28th, is that correct? A. Yes.

Q. Now, you were questioned about your response to the [177] Union on September 28th. I understood your testimony you said that you felt other people in addition to journeymen-weavers, you felt they were connected with the union's recognition request. Will you tell us again what your basis was for rejecting the union's request for recognition? A. Well, we had already been approached in August for recognition of more people than I had working for me in the plant and I didn't feel then that they knew too much about our plant or its operations and this was a request for journeymen and apprentices and we had no apprentices.

Q. That was on September 20th? A. Yes. I felt that there was more interest here perhaps with other people in the weaving department that they were talking about.

Q. Well, in terms of helpers who were they as of the time you received this recognition request in September of 1965? A. We have helpers that assist the weavers in the various operations of setting up and removing cloth and this type of thing.

Q. They were not apprentices? A. No.

\* \* \*

[178] Q. (By Mr. Simerka.) Directing your attention to the statement which is captioned as A in General Counsel's exhibit number eleven in the second paragraph where it starts off, "Your request for recognition is denied (a) because the company has a good faith doubt that Local 404 of the International Brotherhood of Teamsters represents an uncoerced majority of its weaving department employees." A. Yes.

Q. Will you tell us what you meant by the phrase weaving department? A. Well, our weaving department includes weavers, apprentices, if there were any which didn't exist at this time, helpers, mechanics, finishers, seamers. So there is a rather large group that comprises the weaving department.

Q. Well, in addition to the weavers approximately how many additional employees would be involved in the weaving department? A. A dozen.

Q. Now, yesterday you were also asked whether or not you had agreed in November to a unit including journeymen and apprentices and I'm not sure that I have your answer correctly or not, will you answer that again. In November did you agree to a unit including journeymen and apprentices? A. I agreed to a unit of journeymen.

[179] Q. Which excluded all other employees of the weaving department? A. Yes.

Q. In your testimony yesterday you said in one of your talks with the employees, one of the talks with the weavers you told them that they had experience with the union be-

fore and that you did not want to get back to unreasonable demands, is that correct? A. Yes.

Q. What did you have reference to in that regard that they had had experience with the union before? A. Well, they had been represented in prior years preceding our long strike in 1952 by a union. This union negotiated contracts on the national basis for the wire weaving industry. I negotiated these contracts on behalf of my company. I certainly had been presented with unreasonable demands in my opinion by this union. One time when I came back and figured out the demands that the union made on us it was more than two dollars an hour increase between wages and fringes and I considered this unreasonable.

Q. When was this demand made on the company? A. This was in the late 40's.

Q. The union involved at that time was American Wire Weavers Protective Association? A. Yes.

[180] Q. Did you have any information in July 1965 or at any time between July and the election on December 9, 1965 as to what the wire weavers union had done or what its status was? A. Yes, the Wire Weavers Protective Association faded out and the Teamsters seemed to be becoming the representative for this same group that I dealt with before.

Q. When you say they faded out you know if they—do you know whether the Wire Weavers dissolved and affiliated with the Teamsters or what was done? A. I believe they affiliated with the Teamsters. At that point I did not have a union so I wasn't negotiating in anyway directly on anything, but my belief is that they affiliated with the Teamsters.

Q. All right. There was a strike by the wire weavers union at the Sinclair Company about 1952 or 1953, is that correct? A. Yes.

Q. Can you pinpoint the date whether it was '52 or '53? A. It was '52.

Q. The employees who were the weavers in July of 1965 and those who voted in the election in December of 1965

were they members of the wire weavers union back in 1952?

A. The majority of them were, yes, sir.

[181] Q. And in 1952 how long did that strike continue? A. It lasted a good many weeks, even months and I was away from the Sinclair Company at the time. I had been recalled into the service, but I am quite sure it lasted twelve or so weeks.

Q. Was the strike over unreasonable demands by the union? A. Yes.

Q. And how did that strike terminate, was a contract executed in 1952? A. I received a letter at that time from my father and brother who were back there saying that they couldn't continue any longer this way and they were going to try and reopen the plant, otherwise the entire business they felt would fail.

Q. Now, yesterday you said—withdraw that. You were questioned with regard to the meeting you had with the employees on December 8th and you stated that you were more careful in connection with that meeting than you—you did not mean by the statement—well, what did you mean by the statement that you were more careful? A. Well, I had had things come back to me concerning my July talk that indicated that people were either misquoting or misunderstood something that I said. I had never in the past talked to my people from a written speech or using notes [182] and I told them as I started this that I was departing from my usual procedure in using notes and that I had certain things that I wanted to say and I wanted to be sure that I said it all and that I did not want to be misquoted.

Q. Mr. Sinclair, you were questioned yesterday with respect to General Counsel's exhibit number twenty-one? A. Yes.

Q. On the first inside page in the second column there is a question concerning the first sentence, the first full paragraph, "We have no doubt that the Teamsters Union can again close the wire weaving department and the entire plant by a strike." A. Yes.

Q. You indicated yesterday that that statement might have been incorrect. Have you read the entire document?

A. Yes. I believe yesterday I was asked—

TRIAL EXAMINER: What's your question?

Q. (By Mr. Simerka.) Well, will you tell us now whether or not this statement is an incorrect statement in your opinion? A. No, it is not.

Q. And why not? A. Well, because I was talking earlier about a plant shut down that we had because or caused by a strike and then the sentence goes on, this particular sentence goes on to [183] say, "We have no doubt that the Teamsters Union can again close the wire weaving shop." I think the context of what has been said this is a correct statement.

Q. Now, this particular leaflet was sent out to the employees approximately two to three weeks before the election? A. Yes.

Q. And you were asked yesterday whether or not the only thing pending was an election petition with respect to the weavers. Did you know whether that was the only thing pending with respect to the employees of the Sinclair Company? A. No. This whole situation had been changed so often that I had no idea in what direction the union might choose to move.

Q. Well, there was only one election petition pending at that time, is that correct? A. Yes, sir.

Q. Approximately two to three weeks before the election was actually held? A. Yes.

Q. And that election petition pertained to the weavers only or at least— A. The journeymen-weavers.

Q. Yes. Had the union notified you that it had abandoned [184] or had the union notified you of its intention to abandon its organizational efforts as far as the other employees in the company were concerned? A. No.

Q. So far as you know there is still an organizational drive pending with respect to the other employees of the company? A. Yes.

Q. Mr. Sinclair, I show you General Counsel's exhibit number nineteen, you were asked a series of questions yesterday as to whether or not you had any objective basis for stating that the union was responsible for closing down the plants that were depicted or pictured on the last page of this document which is General Counsel's exhibit number eleven? Excuse me that is General Counsel's exhibit number nineteen? A. Yes.

Q. Had you at any time ever made the statement that the union was responsible for shutting down these particular plants? A. No.

Q. How long have you been a resident of the Holyoke area? A. I was born there and lived there all my life except for school and service.

Q. All right. Now, on the second page of General Counsel's [185] exhibit number nineteen in the first column are listed a number of companies and the designations of jobs lost. To your knowledge were the employees of these companies organized members of a union? A. Yes, as far as I know they were all organized.

Q. Each of the companies mentioned here? A. Yes.

Q. Are you familiar with the union that was the representative of any of the employees of any of these companies? A. Yes, some of them.

Q. Which ones? A. Well, the paper companies are the Pulp Paper Workers and I am not sure whether that is the correct title and General Electric was the Electrical Workers and I believe the textile companies were AFL affiliated.

Q. Now, in the same column there is a paragraph under the heading, "Many were sick, but the Union doctor came in" a statement with regard to restricted production. You were questioned about that statement yesterday. You said that in your own experience you did have a basis for making that statement that unions sometimes restricted production. Will you tell us what basis in your own experience is in this regard? A. Well, when we had our own union existing in our plant we had the normal things that you would expect to find in a [186] union contract. Many of the

things that we had to deal with was an item of seniority where men would or could demand if you will particular pieces of equipment and we would have to put them on and this caused inefficiencies within our operation because there are varying skills involved among our people and the operation of particular types of equipment requires different skills and physical abilities and this leads to restricted production. I also had people come to me and tell me that some of the union people had told them not to put out as much work as they were capable of producing.

Q. Is there anything else that you can recall off hand?

A. No, I don't believe so at this time.

Q. This morning you were questioned on your conversations with individual employees concerning the union. Will you tell us again how the discussions with individual employees would commence concerning this subject matter?

A. Yes, I would ask them if they wanted to talk about the union activity and I would like to talk to them and if they have any questions relating to my or the company's position or feelings that I could possibly answer for them.

Q. And some of the employees indicated a willingness to discuss the question; is that it? A. Yes.

Q. And some of them asked questions? [187] A. Some of them did, yes, and some of them did not.

Q. And if they did not? A. I left.

MR. SIMERKA: Nothing further at this time.

### REDIRECT EXAMINATION

Q. (By Mr. Panos.) Mr. Sinclair, did I understand you correctly that in answer to a question on cross examination you stated that you never made a statement that the union was responsible for closing down these plants referring to the plants as named on General Counsel's exhibit number nineteen? A. Yes.

Q. You did make that statement? A. Yes.

Q. Well, directing your attention to page two of that General Counsel's exhibit number nineteen on the second page the lower left-hand side, "The union doctors gave them bloodletting strikes, restricted production and higher labor

costs." The result, as you can see as you look around you, was the death of these companies." Now, did you participate in having that put in this statement? A. Yes.

Q. So as a matter of fact, Mr. Sinclair, you have said to your employees that the union was responsible for closing down these plants? [188] A. No, I don't believe so.

Q. Well, you stated that as a result of what the union did this caused the death of these companies? A. I have not said that.

Q. You didn't say that? A. No.

Q. Well, you must admit that you participated in inserting this in that pamphlet, "The result, as you can see as you look around you, was the death of these companies."

A. The result refers to these companies having gone out of business. I say some of these companies were already sick and they had problems. The companies needed higher production and better quality to meet stiff competition that they were facing and that the union did not do anything to help them in this regard. They had restrictions, restricted production and caused higher labor costs and the result of all this was the companies went out of business. I do not say the unions put them out of business.

Q. You are testifying here that you never said to your employees in the leaflets on your talks to them that the unions were responsible for closing down plants in Holyoke area, is that your testimony? A. Yes.

Q. And if you have testified that way you want to change that testimony today? [189] A. I don't believe I testified that way yesterday.

TRIAL EXAMINER: The record will show what was testified to yesterday.

Q. (By Mr. Panos.) You mentioned that you didn't have eighty-seven employees working for you back in July or August of 1965. Approximately how many employees did you have working? A. I didn't say that. I said that eighty-seven would include our total personnel with the exception of very top management. I did not say that we didn't have eighty-seven people working for us.

Q. Including all employees at the Sinclair Company, approximately how many did you have in July and August of '65? A. Ninety-three or four.

Q. And what is your best recollection as to approximately how many employees you had in the group that Mr. McCoy was asking for back at that time? A. Sixty-five.

Q. So that you had a total work group of approximately ninety-four total employees and approximately sixty-five employees that he had requested for and because he mentioned eighty-seven this caused you to have doubts as to whether he represented your employees? A. Yes.

[190] Q. Directing your attention to the company letter of September 28th that was sent to the union denying recognition, you know which letter I have in mind? A. Yes, I believe so.

Q. When this was brought to your attention by Mr. Simerka on cross-examination I believe you stated that the reason for your doubting that the union had an appropriate unit was that they had asked for journeymen-weavers and apprentices, is that correct? A. Yes.

Q. And I believe yesterday you made a point of telling me the fact that they had asked for apprentices and this was the basis of your not recognizing the union for that unit? A. I didn't know what was meant by apprentice. We had no apprentices.

Q. You had no apprentices at that time? A. That's correct.

Q. But as a matter of fact in answer to one of Mr. Simerka's questions previously you said that apprentices did not exist at that time? A. That's correct.

Q. You have had apprentices? A. Years back.

Q. So that it was not unusual for your wire weaving [191] department to consist of journeymen-wireweavers and apprentices because this has existed in the past? A. This existed under our former union dealings, yes.

Q. And there is a possibility that you may have apprentices in the future as you had in the past? A. It depends

on whether we have a contract to negotiate. They may request them, yes.

Q. And in your experience with the wire weavers it is not unusual that from the wire weaving department that there will be journeymen wire weavers and apprentice wire weavers? A. I think the situation was changed in our industry since we had apprentices.

Q. But it is not unusual that a wire weaving department have both journeymen wire weavers and apprentice wire weavers? A. It was not in 1952 and in our case there hasn't been any.

Q. As a matter of fact, Mr. Sinclair, some of the wire weavers that you had between the first part of July 1965 up to December of 1965, December 9, 1965 had been apprentices before? A. Yes, they had all served their apprenticeship years ago.

Q. Now, to your knowledge, the American Wire Weavers Protective Association was the labor organization that [192] represented your wire weavers back in 1952? A. Yes.

Q. Then I believe you said they faded out? A. Yes.

Q. And was this after the strike of 1952 that they faded out? A. It was during the period between 1952 and the present time if you will, yes.

Q. I believe you stated on cross-examination that a majority of the wire weavers who were employed by The Sinclair Company between the period July, the first part of July of 1965 and December 9, 1965 that a majority of these wire weavers had been members of the union back in 1952, isn't that so? A. Yes.

Q. So that at the time that the Teamsters Local 404 requested recognition for the wire weavers claiming that they had a majority of these wire weavers that they represented a majority of them, you knew at that time that a majority of your wire weavers had been members of a labor organization back in 1952, isn't that right? A. Yes.

Q. And you knew at that time that this labor organization of 1952 had become affiliated in some way with the Teamsters Organization? [193] A. Yes.

Q. And at that time that you refused to recognize the Teamsters Local 404 for the wire weavers unit, bargaining unit you had knowledge that a majority of these employees had been active members of the previous union back in 1952? A. Yes.

Q. And they had participated in a strike against the Sinclair Company back in 1952? A. Yes.

Q. I believe you stated that it was a twelve to thirteen week strike? A. Yes. I don't think they enjoyed that experience.

MR. PANOS: I move to strike that.

TRIAL EXAMINER: The motion is granted.

Q. (By Mr. Panos.) Now, in November of 1965, Mr. Sinclair, it had come to your attention had it not that the Teamsters Local 404 had withdrawn its election petition, its Board petition with respect to your production and maintenance employees? A. Yes.

Q. They sent you a copy of a telegram, did they not, on the first part of November? A. Yes.

Q. So that during the two to three weeks period before the [194] election of December 9, 1965 the only election petition pending was the election for the journeymen-wireweavers? A. That is the only petition at that time that I had.

Q. I believe in the last part of November you had participated where the company had executed an agreement to have an election in this bargaining unit? A. With the journeymen.

Q. At that time there was nothing pending with respect to any other employees, was there? A. I have nothing before me. I did not know what the union was planning. They had a good many things pending from July to the election on December 9th.

Q. But they signed or rather they sent you a copy of a telegram notifying you that they were withdrawing their petition with respect to the production and maintenance employees? A. Yes.

Q. I take it that, as I understand it, the speech that you made on December 8th that you had notes but you didn't read a speech? A. I in affect read that. I connected it in a few places where there was no sentence to make a sentence. It was particularly early in this talk where I urged them to vote, but the meat of this was taken directly from the notes.

MR. PANOS: Nothing further.

### [195] RECROSS-EXAMINATION

Q. (By Mr. Simerka.) Mr. Sinclair, I show you General Counsel's exhibit number nine which is a letter of September 20th which is the union's request for recognition unit of journeymen and apprentice wireweavers. You said a few minutes ago that the situation has changed in our industry. Did that have anything to do or have any bearing on your decision to refuse the recognition? A. Yes, some bearing.

Q. Well, first of all, can you tell us what has changed in your industry? You said the situation has changed? A. The equipment has been improved over the years to the point that it can be operated without an operator on the equipment. We have done this in our own plant.

Q. Did that have any effect with regard to your opinion as to the appropriateness of the unit? A. Well, I think that the craft or skill if you will of the former journeymen weaver has been reduced considerably. It doesn't require the skills that it once did.

\* \* \*

[196] MR. PANOS: Richard Bougie.  
Whereupon,

### RICHARD BOUGIE

was called as a witness by and on behalf of the General Counsel and having been first duly sworn, was examined and testified as follows:

\* \* \*

## DIRECT EXAMINATION

Q. (By Mr. Panos.) Are you employed by the Sinclair Company at its plant in Holyoke, Massachusetts? A. Yes, I am.

Q. And how long have you worked there? A. About eleven years, eleven and a half years.

Q. And what department do you work in? A. In the weave shop.

Q. Are you a wire weaver? A. Yes I am.

Q. Did you sign a union authorization card for the Teamsters Local 404? A. Yes, I did.

Q. I show you what has been marked as General Counsel's [197] exhibit number thirty-two for identification and I ask you to look at that and tell us if that is your signature that appears thereon? A. Yes, it is.

Q. And did you sign the card on or about the date that appears thereon? A. Yes, I did.

TRIAL EXAMINER: What is that date?

Q. (By Mr. Panos.) Can you tell us what the date is that you signed it? A. July 7, 1965.

Q. And did you fill out the card? A. Yes, I did.

Q. And what did you do with the card after you filled it out? A. I mailed it.

Q. And where were you when you signed the card, Mr. Bougie? A. I was at home.

MR. PANOS: I would like to move the introduction of General Counsel's exhibit number thirty-two for identification into evidence.

MR. SIMERKA: No objection.

[198] TRIAL EXAMINER: It may be received.

(The document above-referred to, was marked G.C. 32 and was received in evidence.)

\* \* \*

[210] MR. PANOS: We have no more witnesses and we rest at this time.

\* \* \*

[211] MR. SIMERKA: Mr. Trial Examiner, I have a group of eight documents which have been marked respondent's exhibits 1 through 8 and respondent desires to offer them with the understanding that the General Counsel has an objection to make to all eight, so if I identified each document it will save time. Respondent's exhibit number one for identification is a letter from the NLRB dated October 13th to the Sinclair Company to which is attached the representation petition in case No. 1-RC-8664 which was filed on October 13th, 1965. Respondent's exhibit number two is the stipulation for certification upon consent election in Case No. 1-RC-8664 signed on November 2, 1965 by David Sinclair on behalf of the Respondent, Carmin Napoli on behalf of the Union and was signed on behalf of the Board by Board Agent Francis V. Paone.

MR. PANOS: I would like to clarify that that stipulation is not or was not signed as approved, that the signature of Francis V. Paone is only in this part of the agreement that states recommended; and it is not approved by any Board Agent or the Regional Director.

MR. SIMERKA: That is correct. It was signed by Mr. Paone on the line that says recommended. This particular [212] exhibit does not have the reverse side reproduced and I offer it with the further stipulation that the reverse side of this document is identical with the same side of the document which has been received in evidence as General Counsel's exhibit number 1(b). Respondent's exhibit number three for identification is a copy of a telegram sent by Carmin P. Napoli, President and Business Representative of the Teamsters Local 404 to Bernard L. Alpert then Regional Director of the National Labor Relations Board and was dated November 5, 1965. Respondent's exhibit number four for identification is a telegram from Carmin P. Napoli, President and Business Representative of Teamsters Local

404 to David H. Sinclair, President of the respondent and it carries no date and we offer the further stipulation that it was actually received by the company on November 5, 1965. Respondent's exhibit number five for identification is a letter dated November 8, 1965, and signed by Bernard L. Alpert, Regional Director of the National Labor Relations Board to General Teamsters, Chauffeurs and Warehousemen and so forth and Local Union No. 404. Respondent's exhibit number six for identification is also a letter from Bernard L. Alpert, Regional Director of the National Labor Relations Board dated November 8, 1965, and it is sent to Mr. Einhart, Esquire and was sent on or about the date shown. Respondent's exhibit number seven for identification is also a letter of [213] Bernard L. Alpert, Regional Director of the National Labor Relations Board and the letter is dated November 9, 1965, and it is directed to the Sinclair Company to the attention of David H. Sinclair, President. A further stipulation that it was sent on or about the date shown. Respondent's exhibit number eight for identification is a letter dated October 21, 1965 from David H. Sinclair, president of the respondent to the National Labor Relations Board and attached to the letter is a list of the employees and this letter was sent on or about the date shown. That completes the presentation of the eight exhibits.

TRIAL EXAMINER: You wish to offer respondent's exhibit one through eight into the record.

MR. PANOS: May I be heard?

TRIAL EXAMINER: Yes.

MR. PANOS: Counsel for the General Counsel does not agree or rather does not disagree with the authenticity of these documents some of which are, I think most of them are copies of these documents relevant to a prior representation petition in Case No 1-RC-8664 and we take the position that they are not relevant to this proceeding and we object to the receipt of them into evidence.

[215] TRIAL EXAMINER: All right. Without at this time ruling on the merits or validity of respondent's defense I will overrule the objection and receive these documents into evidence so as to permit the respondent to protect himself and perfect a record in support of the defenses which he is urging. So I am receiving respondent's exhibit one through eight inclusive.

(The documents above-referred to, were marked Respondent's Exhibits 1 through 8 and were received into evidence.)

MR. SIMERKA: Mr. Trial Examiner, we offer as respondent's exhibit nine a letter which is dated November 5, 1965, and the letter is signed by and sent by Carmin P. Napoli, president and business representative of Teamsters Local 404 [216] to Bernard L. Alpert, Regional Director of the National Labor Relations Board on or about the date indicated.

MR. PANOS: No objection.

TRIAL EXAMINER: It may be received.

(The document above-referred to, was marked Respondent's Ex. 9 and was received in evidence.)

MR. SIMERKA: Respondent offers respondent's exhibit number ten which is a letter dated November 10, 1965 signed by David H. Sinclair, President of the Sinclair Company and directed to Francis V. Paone, Federal Examiner, National Labor Relations Board in connection with case No. 1-RC-8713 and attached is a list of employees.

MR. PANOS: No objection.

TRIAL EXAMINER: It may be received.

(The document above-referred to was marked Respondent's Ex. 10 and was received in evidence.)

MR. SIMERKA: We offer as respondent's exhibit eleven a letter which is signed by Francis V. Paone, Labor Management Relations, National Labor Relations Board and dated November 22, 1965 and directed to Mr. David Sinclair, President of the Sinclair Company and Mr. Napoli of Local 404 in connection with the case No. 1-RC-8713.

MR. PANOS: We have no objection.

TRIAL EXAMINER: It may be received.

(The document above-referred to, was marked Respondent's Ex. 11, and was received in evidence.)

[217] MR. SIMERKA: We offer as respondent's exhibit number twelve a letter signed by Fred W. Green, Jr. and it is directed to the National Labor Relations Board in Case No. 1-RC-8713 and it is dated November 24, 1965.

MR. PANOS: No objection.

TRIAL EXAMINER: It may be received.

(The document above-referred to, was marked Respondent's Ex. 12 and was received in evidence.)

MR. SIMERKA: We offer as respondent's exhibit number thirteen the tally of the ballots furnished to the parties on December 9, 1965 in connection with the election held in Case No. 1-RC-8713.

MR. PANOS: No objection.

TRIAL EXAMINER: It may be received.

(The document above-referred to, was marked Respondent's Ex. 13 and was received in evidence.)

MR. SIMERKA: At this time the Respondent calls Mr. David H. Sinclair.  
Whereupon,

#### DAVID H. SINCLAIR

was called as a witness by and on behalf of the Respondent and having been previously sworn, was examined and testified as follows:

TRIAL EXAMINER: You are still under oath?

THE WITNESS: Yes, sir.

#### [218] DIRECT EXAMINATION

Q. (By Mr. Simerka.) Mr. Sinclair, you were present during the testimony of Mr. Bougie? A. Yes.

Q. He testified that in July, 1965 when you had a talk with the employees of the weaving department and the finishers were also present. Will you tell us how or rather who was present at your talk to them, the employees, in July of 1965? A. The weavers, the seaming people and the finishing people and helpers.

Q. Did this comprise the entire weaving department? A. I am not sure whether the maintenance mechanics were at that meeting or not. I believe they were in the group when I talked to our machine shop people because they essentially work out of that department. Other than this possibility I would say that comprises the group.

Q. All right. Mr. Bougie testified that you stated to the employees that Lindsey was sure to close if the union came in or some such phrase. Would you tell us whether or not you ever made that statement or any statement? A. I never made such a statement.

Q. Would you tell us from the beginning what you did say to the employees in your talk in July of 1965 to the best of your recollection? A. Yes, the remark of being blunt has been testified to and [219] this is true, this is how I opened my remarks that I wanted to be blunt with them. That I was disappointed that our people who had had prior bad experience under the former union that we dealt with should at this time be considering the possibility of getting into a union situation again. I reviewed with them as I feel I knew that our company had had considerable financial problems for many years and that I did not look forward to the possibility of getting back into a situation where negotiating with a union and having the situation arise where we were presented with demands that we could not meet to settle a contract and that again we would go on strike possibly if the union chose to do so and be back in the same situation as we were in 1952 and had been struggling really with it since that time. I referred to the Lindsey organization and the fact that we were now a part of this organization and I told them that I didn't feel that Lindsey needed the production equipment in our department to meet the total needs of the entire organization as far as production of wire cloth was concerned and that I did not think that the threat of a strike if such occurred in our company was going to worry them as far as the entire organization was concerned. That this did concern me. That I spent my entire working life with this company and

I continued to have great hopes for it as I had had in the past and that here we had the opportunity if we [220] could provide our parent company with evidence that we could make money in this operation that we could be helped in obtaining the capital funds to renew our equipment which although is perfectly functional and able to make a good product was being bypassed because of changes that were occurring in the industry that we served and that it was not the most efficient equipment available and I hoped to do something about it. Certainly if I couldn't make money I felt sure in my own mind that I would be able to do nothing about this. I reviewed with them that any negotiations was a two way street and I know what could be forced to accept in the union proposal any more than the union could in effect be forced to accept anything that I might propose. That there is a situation of pay in our plant which was not correct as far as I was concerned, and I would certainly make this a matter of negotiations that I entered into. This is preliminary the fact that when we reopened our shop after the 1952 strike we experienced—we told all the people if they desire to come back and work in our shop we would certainly be happy to have them and that we would compensate them on the basis of our last offer or agreement to the union as far as we could.

Q. Did you make these statements to the employees in the July talk? A. No, I didn't make these statements as such. I discussed [221] trying to give some background to where this came in.

TRIAL EXAMINER: Let's have the record indicate what you said in the July talk.

THE WITNESS: I discussed the scheduled method that they were paid by and the inequities in this method, that we paid on a piece work basis and that the people with equivalent skills earned different amounts of money.

Q. (By Mr. Simerka.) Was this part of your talk? A. Yes, in many cases in our plant our people earn more than the wire weavers at the Lindsey Wire. This I know and that

I would much prefer to see a level of pay for equivalent skills. This would mean negotiating down in some instances and up in others.

Q. Anything else said in this talk to the employees in July? A. Yes, I talked or said that I did not have a great deal of respect for the Teamsters organization. I had read a great deal about their leadership and I am sure they have and that this was not the kind of an organization that I would like to deal with.

Q. All right. Anything else that you can remember at this time that you said in this talk? A. I think this covers it.

Q. All right. Now, how long have you been associated with the Sinclair Company? [222] A. Well, I went to work full time for the Sinclair Company in 1947 and I worked part time prior to that period.

Q. Was your family connected with the company before you began working there? A. Yes, my father founded the company.

Q. When did he found it? A. In 1925.

Q. After you became associated with the company in 1947 on a full time basis did you have any function with regard to negotiating union contracts? A. Yes.

Q. Will you tell us what those were? A. Yes, our organization or rather the union at that time negotiated their contracts on a national basis and I was the company, our company's representative at these negotiations.

TRIAL EXAMINER: The Union was what?

THE WITNESS: The American Wire Weavers Protective Association.

Q. (By Mr. Simerka.) Were any of these negotiations held in the Springfield or Holyoke area? A. Not at any time while I was doing this work.

Q. Where were such negotiations held? A. Primarily Cleveland, Ohio and New York City.

Q. How many other companies engaged in the wire weaving business were also involved in these negotiations? [223]

A. All with the exception of one that I know of and this was approximately twelve companies.

Q. Then these negotiations in 1952 were with the same union group? A. Yes, I was not present at those. I had been recalled into the service. Up until the point of my recall from 1947—

Q. Do you have an approximate date when the strike commenced in 1952? A. It was in June, the middle of June, I believe. The third week of June.

Q. And you know when the strike terminated? A. In September.

Q. And the termination was as you have indicated on the basis of the company's last offer? A. Yes, again I wasn't here, but I understood that I think my father and brother had written a letter saying that they had to re-open the plant and that they would welcome back anyone who wanted to work for us on the basis of what they had made as a last offer.

Q. All right. Now, after September of 1952 did the Wire Weavers Union represent or did you deal with the Wire Weavers Union with regard to the employees of the wire weaving department? A. No.

Q. Has any other union represented the employees of the [224] wire weaving department from that time in 1952? A. No.

Q. Now, the bargaining unit when you were dealing with the wire weavers union was what? A. It was journeymen-wire weavers and apprentice wire weavers.

Q. And when you had a contract or agreements with the wire weavers union you didn't have apprentices, is that correct? A. Yes.

Q. Now, were there any changes in your operation between 1952 and July of 1965 with respect to the wire weaving department? A. Yes, there had been changes in equipment and some changes in the use of personnel.

Q. With respect to the equipment will you tell us, can you specify what these changes were? A. Yes, I worked myself quite hard to try and put in or automate as much

as possible the function of the weaving loom. We were successful at doing this and we weren't perfect but this was a major change in the equipment itself, the features that were added to this equipment to make it much simpler to operate.

Q. All right. The job functions that were performed by the weavers in 1952—well, start with the date of July 1965, were these the same as the job functions that were performed [225] by the wire weavers prior to June of 1952? A. Similar but not completely the same. Some of the necessary skills had been eliminated.

Q. Some of the skills have been eliminated? A. Yes.

Q. Do you know when the unit of journeymen apprentices was established at the Sinclair Company, referring now to the time when the wire weavers union was the representative? A. This building that we occupy today was formerly Bucannen and Holt Company and this company went bankrupt and my father was prevailed on by one of the local banks to try and salvage this operation which he did and this was after he started his own company so he transferred his business into this building and this was in 1933 and to my knowledge the wire weaving journeymen and apprentices existed at that time.

Q. Now, back in 1952 the Sinclair Company had no connection with the Lindsey Company, is that correct? A. No, we were competitors.

Q. And when did that business connection, what was the date of that? A. In July of 1964.

Q. And was there any particular reason that led to this business agreement? A. Yes, we had reached a point in our operation where we [226] felt that we must sell or join with another company to survive successfully in the future.

Q. Now, you said you were not with the company in 1952 when the strike occurred? A. Yes.

Q. You were in the service? A. I was in the service.

Q. When did you come back? A. I came back in January of 1954.

Q. And have you been with the Sinclair Company continuously since then? A. Yes.

\* \* \* \* \*

[227] Q. (By Mr. Simerka.) Mr. Sinclair, is the Sinclair Company operation conducted in one building? A. No.

Q. There is more than one? A. There are two buildings.

Q. And what are the addresses of the two buildings? A. Sixty Appleton Street and 115 Park Street.

TRIAL EXAMINER: How about the wire weavers where are they located?

THE WITNESS: They are located at Appleton Street.

Q. (By Mr. Simerka.) What operations are at the Park Street plant? A. We have a non-ferris foundry at the Park Street location.

Q. And the only operation? A. We build our shipping boxes from this building also.

Q. And the balance of your operations are conducted in Appleton Street? A. Yes.

\* \* \*

[229] Q. (By Mr. Simerka.) Mr. Sinclair, on or about August 17th had you learned or did you learn of a recognition request [230] that was made on behalf of the Teamsters Union? A. Yes, I did.

Q. You already testified that you rejected that demand because of a number of employees involved in the request, eighty-seven? A. Yes.

Q. Are there any other reasons why you rejected that bargaining request that you have not already testified to? A. No, I don't believe so.

Q. On September 20th or on or about September 20th the union again made a request to the company to recognize and bargain with it? A. Yes.

Q. I show you General Counsel's exhibit number eleven which was your reply to the union? A. Yes.

Q. The last sentence of the last part of the second paragraph indicates that the request for recognition was denied and reads, "(c) because the company expects that there will

be questions concerning the appropriate bargaining unit which should be determined by the Board." A. Yes.

Q. Were you questioning the bargaining unit requested journeymen and apprentices? A. Yes.

[231] Q. What respects were you questioning them? A. Well, I did not know what was meant by an apprentice and we had none. I assumed they were talking about other employees of whom I have no knowledge and I had a previous request for the entire plant and I felt all through this whole situation that we should talk about the entire plant.

Q. Well, was—were you of the opinion that a unit of journeymen and apprentices if you had apprentices would have been appropriate at that time? A. No.

Q. And why not? A. I just didn't feel that this comprised what would be considered an appropriate unit in our plant.

Q. Well, what were your reasons for thinking the journeymen were not appropriate as of September 20, 1965?

A. Well, I had questions about their skills as a craft, and I just didn't feel that this was a proper unit.

Q. Now, on October 11th or on or about October 11th you received another letter from the Teamsters Local 404?

A. Yes.

Q. I show you General Counsel's exhibit number twelve and you rejected that request for recognition, isn't that correct? A. Yes, I rejected it.

Q. And will you tell us the reasons why you rejected that [232] request? A. Here again there were exclusions, they were excluding the group of our people there was no foundry group, there was in any way included in this and I again felt that the entire plant should be discussed.

Q. Did you ever communicate your feelings regarding the unit or the beliefs regarding the unit questions to any of your employees? A. Yes.

Q. In what way? A. I prepared notices as these things were going on and I placed them on the bulletin board of our plant and tried to keep our people informed as to what was happening and they were all very seriously interested and curious to know what was going on.

Q. All right.

MR. SIMERKA: May I have this marked for identification? (The document above-referred to, was marked Respondent's Ex. 15, for identification.)

Q. (By Mr. Simerka.) Mr. Sinclair, I show you what has been marked as respondent's exhibit number fifteen for identification. Can you tell us what that is? A. Yes, this is one of the notices that I just referred to that was placed on our bulletin board October 21st.

Q. How long did that notice remain posted if you remember? [233] A. They were normally left on the boards three or four days.

Q. And this bulletin board is observed by what groups of employees? A. We have one in our foundry group that has a bulletin board in this building. We—and we have a bulletin board in the Appleton Street plant and they are both located at the time clock and they also have a bulletin board in our office. So that all of our people see the bulletin boards.

Q. Was this particular notice, respondent's exhibit number fifteen that is marked for identification, posted both at the Appleton plant and the Park Avenue plant? A. Yes.

MR. SIMERKA: I now offer Respondent's exhibit number fifteen.

MR. PANOS: We have no objection.

TRIAL EXAMINER: All right. It may be received.

(The document above-referred to, heretofore marked Respondent's Ex. 15 was received in evidence.)

Q. (By Mr. Simerka.) Now, Mr. Sinclair, subsequent to October 21st the date shown on this particular notice, was there a meeting or a hearing in connection with the election petition filed by the union? A. Yes.

Q. Which was it a hearing or a meeting? [234] It was a meeting of the labor board representative and the union and myself.

Q. The Labor Board representative and the union? A. Yes.

Q. Who was there on behalf of the union? A. Mr. Napoli.

Q. And on behalf of the Board? A. Mr. Paone.

Q. And you were there? A. Yes.

Q. And your Counsel? A. Mr. Einhart.

Q. What was the result of this meeting? A. Well, we signed a stipulation for an election. The union apparently agreed with us that our foundry people should be included because they were included in the stipulation.

Q. I see. The stipulation that you signed was a document which has been received in evidence as respondent's exhibit number two? A. Yes.

Q. All right. Did you post any notice to the employees regarding the execution of this stipulation? A. Yes.

MR. SIMERKA: I would like to have this marked for identification.

[235] (The document above-referred to, was marked Respondent's Ex. 16 for identification.)

Q. (By Mr. Simerka.) I show you a document which has been marked for identification as respondent's exhibit number sixteen and I ask you if you can identify that? A. Yes, this is a notice that I prepared and posted on November 2nd reporting this meeting in which we signed an agreement for an election.

Q. Was this posted at both the Appleton and Park Avenue plants? A. Park Street, yes, sir.

MR. SIMERKA: We offer Respondent's exhibit number sixteen.

MR. PANOS: We have no objection to the authenticity and we will present our argument to the weight to be given to these exhibits in our brief.

TRIAL EXAMINER: All right. It will be received.

(The document above-referred to, was heretofore marked Respondent's ex. 16, was received in evidence.)

Q. (By Mr. Simerka.) Mr. Sinclair, did you subsequently learn that the election which had been agreed upon on November second was not to be held? A. Yes.

Q. And will you tell us how you learned about it and what [236] you—where you learned about it? A. I received a copy of a wire that stated that the union was withdrawing their petition and was submitting a new one in a smaller unit.

Q. And then did you later actually receive such a petition for a smaller unit? A. Yes.

Q. Did you communicate with your employees regarding this? A. Yes.

MR. SIMERKA: May I have this marked.

(The document above-referred to was marked Respondent's Ex. 17 for identification.)

Q. (By Mr. Simerka.) I show you a document which is marked as Respondent's exhibit number seventeen for identification and will you tell us what that is? A. Yes, this is a bulletin board notice that I prepared and posted in both of our buildings on November 8, 1965.

Q. And about how long was that posted if you know? A. This would be again three or four days.

MR. SIMERKA: We offer respondent's exhibit number seventeen.

TRIAL EXAMINER: Any objection?

MR. PANOS: We don't object to its authenticity but we will argue the weight and relevancy in our brief.

[237] TRIAL EXAMINER: It may be received.

(The document above-referred to, heretofore marked Respondent's Ex. 17, was received in evidence.)

MR. SIMERKA: May I have this also marked.

(The document above-referred to was marked Respondent's exhibit 18 for identification.)

Q. (By Mr. Simerka.) Mr. Sinclair, I show you a document that has been marked as respondent's exhibit number eighteen for identification and will you tell us what that is? A. Yes, this is another notice for our bulletin board and it was again posted in both buildings and I prepared and posted it on November the 9th.

Q. This one remained posted the same length of time?

A. Yes, this would have been the same length of time.

MR. SIMERKA: We offer respondent's exhibit number eighteen.

TRIAL EXAMINER: All right. You take the same position?

MR. PANOS: We take the same position with all of these notices, respondent's exhibit 15, 16, 17 and this one here, 18.

TRIAL EXAMINER: All right. It may be received.

(The document above-referred to, heretofore marked Respondent's Ex. 18, was received in evidence.)

MR. SIMERKA: May I have this marked for identification?

(The document above-referred to was marked Respondent's Ex. 19 for identification.)

[238] Q. (By Mr. Simerka.) Mr. Sinclair, I show you a document that has been marked for identification as Respondent's exhibit number nineteen, will you tell us what that is? A. This again is a bulletin board notice prepared by myself and posted on November the 29th and again it was posted in both plants and remained on the board a few days.

MR. SIMERKA: We offer respondent's exhibit number nineteen.

TRIAL EXAMINER: All right subject to—

MR. PANOS: The same position.

TRIAL EXAMINER: Position taken by the General Counsel I will receive the exhibit.

(The document above-referred to was heretofore marked Respondent's ex. 19 and was received in evidence.)

Q. (By Mr. Simerka.) Mr. Sinclair, I show you respondent's exhibit number nineteen. At the time you prepared and posted this notice a new stipulation for certification upon consent election had already been executed, is that correct? A. Yes.

Q. In the second paragraph of this notice posted on the bulletin board, "Although we still feel strongly that

all of our production and maintenance employees should have the right to vote in any labor election we were advised by the [239] Board that an election can be properly held among our wire weavers." Will you tell us by whom you were advised? A. I was advised by my counsel, Mr. Einhart, that the journeymen wire weavers would be held by the Board to be an appropriate group. I didn't agree with this, but he said it would be from his information and so there seemed to be no sense in arguing about it.

Q. In this notice you say, "We were advised by the Board." You reported a conversation that you had with your counsel? A. Yes, he had been in contact with Region One office of the Board.

Q. Before the second stipulation was executed was there a meeting or conference with regard to this stipulation? A. No, this was done by telephone.

Q. You actually did not execute this stipulation yourself? A. No, I didn't.

Q. It was signed by Fred Greene? A. Yes.

Q. And is there any reason why he signed it rather than yourself? A. Well, I know that I was expected and I was going to be away at the time so I authorized Fred Green to sign it so there wouldn't be any delay in that.

MR. SIMERKA: May I have this marked please.

(The document above-referred to was marked Respondent's Ex. 20 for identification.)

[240] Q. (By Mr. Simerka.) Mr. Sinclair, I hand you a number of cards, fourteen cards and the top card covered by the rubber band which is marked as Respondent's Exhibit number twenty. Will you tell us what those are? A. Yes, these are the reference notes that I used when I talked to the journeymen weavers on December 8th in our plant.

Q. Is there anything that you said to the employees on December 8, 1965 that is not contained on these cards? A. Yes, I opened my remarks just briefly to say that I had not used any reference before but that I had things to say that I wanted to be absolutely sure and straight on and complete

and I didn't want to be misquoted so I was using these cards.

MR. SIMERKA: Mr. Trial Examiner, the respondent offers the cards which are marked as respondent's exhibit twenty and the Xerox copies are a duplicate.

MR. PANOS: May I ask a few questions on voir dire?

TRIAL EXAMINER: All right.

MR. PANOS: Mr. Sinclair, with reference to these cards I believe you said these were your reference notes that you used during your talk with the employees on December 8th?

THE WITNESS: Yes.

MR. PANOS: And that these cards did not contain every- [241] thing that you said to the employees?

THE WITNESS: They contained everything but the preliminary remarks.

MR. PANOS: You didn't read these cards to them?

THE WITNESS: And they also on the initial card there were some words used to connect the sentences and this is very basically what I said.

MR. PANOS: Basically you feel this was sort of an outline?

THE WITNESS: No, it was a rather complete statement of what I said.

MR. PANOS: But you didn't read these cards to them, Mr. Sinclair, did you?

THE WITNESS: Basically I read those cards to them, yes.

MR. PANOS: Well—

TRIAL EXAMINER: What do you mean basically?

THE WITNESS: At the very beginning—

TRIAL EXAMINER: Except for the opening remarks?

THE WITNESS: I read these cards.

TRIAL EXAMINER: You read one card after another as you stood before these people?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: All right.

MR. PANOS: Let me take card number one and read from it. Outset—How vote—your decision—yours alone—no one can threaten [242] or coerce.

THE WITNESS: Right.

MR. PANOS: Is that just what you said?

THE WITNESS: I said at the very beginning I checked this and connected the words that you just read into a sentence.

MR. PANOS: So that in making your speech to them you used words other than words the exact words as I set forth in these cards?

THE WITNESS: On the initial card, yes.

MR. PANOS: Mr. Trial Examiner, I will object to the receipt of these cards into evidence. The best evidence here is the testimony that we have heard that this witness testify to yesterday and this morning, and he has stated that he did not read a speech and there was no prepared speech and we submit that based on the rules of evidence, that these cards are not and should not be properly received into evidence. It cannot be the best evidence of what he said to the employees.

TRIAL EXAMINER: Well, are you offering these as the notes which the witness had before him and on which he referred when he made his talk to the employees on December 8th?

MR. SIMERKA: Yes, those are the notes that the witness testified that he used in the course of his talk.

[243] TRIAL EXAMINER: Well, for that purpose I can't see where they are objectionable.

MR. PANOS: Well, I submit then that they are being received for the limited purpose of showing what the notes were and not necessarily to prove the contents of these notes.

TRIAL EXAMINER: Well, counsel has stated that in response to my question that they are being offered as the notes with which the witness had before him when he made his talk to the employees on December 8th and to which he referred when he made his talk and for that purpose I will receive them as respondent's exhibit number twenty.

(The documents above-referred to, heretofore marked Respondent's Ex. 20, was received in evidence.)

Q. (By Mr. Simerka.) Mr. Sinclair, just to make sure that your testimony on the record is clear on card number one which reads outset, dash how vote dash your decision alone dash no one can threaten or coerce. You said you used the connecting words? A. Yes.

Q. To make a sentence out of it? A. Right.

\* \* \*

[244] TRIAL EXAMINER: I will sustain the objection. The cards are in evidence and they are subject to inspection.

Q. (By Mr. Simerka.) In the course of your talk did you tell us how you used the cards as you talked, did you keep turning the cards as you covered the subject matter? A. Yes, I put the cards behind and went through these.

Q. I see. Did you cover all of the matter that is stated on these cards? A. Yes.

Q. And are there any others that are not stated on these cards the subject matters that are not stated on these cards that you discussed at your meeting on December 8th? A. No, at the end of this I asked if anyone had any questions that they would like to ask me and I didn't get a question.

\* \* \*

[247] Q. (By Mr. Simerka.) Mr. Sinclair, paragraph 14(a) of the complaint alleges that, during the second and third weeks of July, 1965 at your Holyoke plant that you threatened your employees to close the plant if they became or remained or gave any assistance or support to the union, did you ever at any time threaten employees that you would close down the Holyoke plant or plants if they became or remained members of the union or if they gave assistance or support to it? A. I did not.

\* \* \*

#### [248] CROSS-EXAMINATION

\* \* \*

[250] [By Mr. Panos.] Q. And with respect to your testimony concerning automation I believe that you had parts that were added to existing looms? A. Yes.

Q. For example, it has been brought to my attention that electric clutches were added to the looms? A. Yes.

Q. And finger devices known as fingers? A. Yes.

\* \* \*

[254] Q. When the request was made to you that you recognize Teamsters Local 404 for the journeymen-wireweavers and apprentices did you consult with Mr. Einhart at that time with respect to the appropriateness of the unit?

A. Yes.

Q. And did he advise you as to whether the unit was appropriate or not? A. No, at that time I felt we were dealing with the whole plant.

Q. But when the union first requested that you recognize them with respect to the journeymen-wire weavers I believe you testified previously that you formed an opinion that that was not an appropriate unit in your mind? A. Yes.

Q. And this was in disagreement with the position taken by your attorney, was it not? A. No. I didn't know what that unit was composed of as I have explained before.

Q. Now— A. And I don't believe that he did either.

Q. Did you ask your attorney if that was an appropriate unit or not? A. No, I don't believe that I did.

Q. I hand you General Counsel's exhibit number nine, which [255] is the September 20th letter of the union requesting recognition for the journeymen-wireweavers and apprentices and directing your attention to the fourth sentence, "Should you have any doubt as to our representing a majority of your employees in the above-described bargaining unit, we will be more than willing to submit the signed authorization cards of your employees to a neutral party, mutually agreed upon and to allow the third party to compare these cards with your present payroll." With reference to the above-described bargaining unit at that time that you received this letter did you have any doubt as to the appropriateness of that unit that they requested? A. Yes.

Q. And did you bring this to the attention of the union after they sent this letter to you? A. Yes, I answered this letter.

Q. Did you tell them why you felt you doubted that the unit was appropriate? A. No, I just told them that I didn't think or consider it an appropriate unit.

Q. And the only reason or response that your letter of September 28th? A. Yes.

Q. You made it a practice at that time, Mr. Sinclair, I believe based on your testimony that whenever any event [256] happened you either sent a letter to your employees informing them of what happened or you posted a bulletin board notice? A. Yes, I did.

Q. You kept them up to date as to all aspects of your relations with Teamsters Local 404 and during that period from July to December of 1965? A. I tried to keep them posted on what was happening, yes.

Q. And it is your position that you had doubts as to the appropriateness of the wire weavers unit and you did nothing to contact the union to dispel any doubts? A. I have doubts all through this, and I think the appropriate unit and I did right from the beginning in our plant was the entire production force of our plant.

Q. Is it your position, Mr. Sinclair, that the election that was conducted on December 9th was in an inappropriate unit? A. No, I was informed that the Board would consider it an appropriate unit and there was nothing I could do about this.

Q. As a matter of fact, the only union that ever represented any employees at the Sinclair Company was the union that represented the wire weavers, isn't that right? A. That's correct.

Q. You never had a union representative or rather a [257] union represent all of the production and maintenance employees including the wire weavers? A. No, I suffered with the situation.

MR. PANOS: Nothing further.

## REDIRECT EXAMINATION

Q. (By Mr. Simerka.) You said in July you talked to the members of the weaving department? A. The weaving department and, as I said earlier, there were seamers, finishers and helpers.

Q. What? A. Seamers, finishers and helpers were present.

\* \* \*

[261] MR. SIMERKA: Respondent proposes the stipulation that on November 8, 1965 respondent's attorney V. J. Einhart phoned the then Regional Director, Mr. Bernard L. Alpert, and objected to the allowance without prejudice of the withdrawal of the petition in Case No. 1-RC-8664 and in that telephone call he was informed by Mr. Alpert that the request for the withdrawal of the petition had been received prior to the approval of the proposed stipulation.

MR. PANOS: As I understand your conversation with me it was never approved prior to his approval and no approval was taken.

MR. SIMERKA: That is agreed to. I will agree to add that the Regional Director did or rather never did approve that stipulation.

MR. PANOS: We will agree to the existence of that but would not—with the condition that we don't feel that this is material in any way.

TRIAL EXAMINER: All right. But to save time rather than having Mr. Einhart come here and testify you will agree.

MR. PANOS: We will agree to that.

TRIAL EXAMINER: All right.

MR. SIMERKA: The respondent rests.

TRIAL EXAMINER: You have any rebuttal?

MR. PANOS: No.

\* \* \*

**GENERAL COUNSEL'S EXHIBIT 3.**

**Letter, July 3, 1965, From Robert Williams, President,  
Wire Weavers Trade Division, International Brother-  
hood of Teamsters.**

**July 3, 1965**

**Dear Sir:**

As a fellow employee I am happy to be able to greet you. We have been informed that your fellow employees are interested in improving their status in the wire weaving industry. It should be of interest to all of you to know that the parent company which owns your employer is the Lindsay Wire Works of Lindsay, Ohio with whom we have a collective bargaining agreement. It should also be of interest to you to know that the Teamster Union has contracts in most of the major wire weaving firms in the country among which are the following:

**Cable Wire Company  
Cheney Bigelow**

**Eastwood Neally  
McClusky Wire Works**

We are presently in the process of negotiating at the Appleton Wire Works in Appleton, Wisconsin. In this last round of collective bargaining which was the first experience in the Teamster Union, we succeeded in getting a collective bargaining package which was better than 62½¢ over the three year period. In this package of improvements were a pension plan which provided payments of \$150.00 a month over and above social security benefits; health and welfare plan which included hospitalization, medical services and life insurance of at least \$3,000.00 per employee, improvements in holidays, vacations and other benefits. This is among the best settlements of the year barring none.

Speaking as President of the Wire Weavers Teamster's Union, I am proud to say that the results of our representation have been very gratifying. It is our primary hope that we can carry the benefits of our organization to all unorganized members of our trade for that is surely

the only way to preserve the integrity of our skills and this industry.

We shall be writing to you again, but we hope that this letter will give you the opportunity to show your interest in improving yourselves in earnings, pension plans, health and welfare, vacations and working conditions which are certainly not the least of the important things for us in our industry. If you do have an interest in our organization, please sign the enclosed authorization card which will permit us to represent you in collective bargaining when a sufficient number of you have signed.

If there are any questions I shall be more than happy to answer you individually or as a group, as you wish.

With very best and cordial greetings, I am.

Fraternally yours,

ROBERT WILLIAMS

Robert Williams, President

Wire Weavers Trade Division

International Brotherhood of Teamsters

#### GENERAL COUNSEL'S EXHIBIT 4.

Authorization Card, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Ind.).

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (IND.)

TEAMSTERS LOCAL UNION No. 404

Authorization for Representation

Date \_\_\_\_\_  
of Application

Desiring to enjoy the rights and benefits of collective bargaining, I, the undersigned, an employee of the \_\_\_\_\_

-----  
Firm Name

Employers address \_\_\_\_\_ City \_\_\_\_\_  
 Name of applicant \_\_\_\_\_ Occupation \_\_\_\_\_  
 Print Full Name \_\_\_\_\_ Classification \_\_\_\_\_  
 Home address \_\_\_\_\_ City \_\_\_\_\_ Home Tel. \_\_\_\_\_

do hereby authorize the above organization, or any other local union it may hereafter designate or charter, to represent me for the purpose of collective bargaining and to negotiate a union security shop and membership fees deduction contract with my employer.

I hereby rescind and revoke any previous authorization given by me to any other organization. This authorization shall remain in effect one year from date, and thereafter subject to thirty days' written notice to withdraw such authorization.

I, the undersigned, hereby apply for membership in the above Union of \_\_\_\_\_. If admitted to membership, I agree to abide by the Constitution of the International as well as the local Constitution and By-Laws which are not in conflict with the International laws.

Date of Birth \_\_\_\_\_ Health \_\_\_\_\_ Social Security No. \_\_\_\_\_

\_\_\_\_\_  
 Signature of Applicant [Write in Full Name]

Note: This application is strictly **CONFIDENTIAL**. Your employer does not see this card.

### **GENERAL COUNSEL'S EXHIBIT 6.**

**Letter, Organizing Committee to Fellow Employees.**

#### **FELLOW EMPLOYEES:**

This letter is being sent to all members of the Sinclair Wire Co. Foundry, to try and bring each employee up to date on the coming election for the Teamsters Union Local 404 of Springfield. A petition for an election for the Union has been sent to the company for an election of all production and maintenance employees of the Sinclair Company, 60 Appleton Street, Holyoke.

Since the petition has been filed we have been contacted and led to believe that at the Foundry there are people interested in the Union. If so, we would like to continue and get full co-operation from the employees at the Foundry on Park Street. To date, we have a very good percentage of the employees at the Appleton Street plant behind us.

To give you a brief summary of the benefits we hope to negotiate for. Our parent company, as of February 5, 1964, has signed an agreement with the Teamsters Union of Ohio. Some of these benefits include: time and a half after eight hours, jury duty benefits, more paid holidays, graduated vacation schedule up to four weeks, minimum hiring wage \$2.10 per hour, funeral benefits, seniority benefits. In addition to some of these benefits we hope to obtain a pension plan which would give a man \$150.00 a month upon retirement. In order to become eligible for the pension plan an employee would have to serve a maximum of three (3) years. In all plants previously organized this time limit of eligibility has never exceeded three (3) years. There are also death benefits for the beneficiary and complete disability benefits.

Our union dues will total eight dollars per month for all employees.

Enclosed is a card that would like to have you fill out and mail as soon as possible. This card will not be seen by any of your employers. We expect the voting to take place within the next two weeks. This will be a secret ballot. We are asking for your support to help us bring a union to the Sinclair Company. If there are any further questions concerning the union, please contact us and we

will be more than happy to meet you anytime at your convenience.

Respectfully yours,

ORGANIZING COMMITTEE

GARY A. BRUNAUT,

24 Smith Street,  
So. Hadley Falls,  
Massachusetts.

RICHARD BOUGIE,

81 Ducharme Avenue,  
Willimansett,  
Massachusetts.

**GENERAL COUNSEL'S EXHIBIT 7.**

**Letter, August 20, 1965, V. Jay Einhart to Calvin McCoy.**

**STANLEY, SMOYER & SCHWARTZ**

Cleveland 14, Ohio

August 20, 1965

Mr. Calvin McCoy  
Roemisch & Wright  
National City Bank Bldg.  
Cleveland, Ohio 44114

Re. The Sinclair Company,  
Holyoke, Massachusetts

Dear Mr. McCoy:

This letter will confirm the information furnished you by telephone concerning the above named Company.

In reply to your request on behalf of the International Brotherhood of Teamsters for recognition as the exclusive collective bargaining representative of the employees of The Sinclair Company, 60 Appleton Street, Holyoke, Massachusetts, you are hereby advised as follows:

- (1) All labor relations, at The Sinclair Company, are handled by the management at that plant.

- (2) Our office has been retained by David H. Sinclair, President of The Sinclair Company to represent the Company in matters involving labor relations.
- (3) Your request for recognition is denied, (a) because the Company has a good faith doubt that the International Brotherhood of Teamsters represents an uncoerced majority of its employees, (b) because as stated by NLRB Chairman McCulloch, authorization cards are unreliable as a means for determining a Union's majority status, and (c) because the Company expects that there will be questions concerning the appropriate bargaining unit which should be determined by the Board.

For all of these reasons, we would suggest that the Teamsters Union follow the election procedures established by the Board.

If you have any questions concerning this matter, please call us.

Very truly yours,

STANLEY, SMOYER & SCHWARTZ  
V. JAY EINHART.

VJE:mjb

cc: Mr. David H. Sinclair

bcc: Mr. D. L. Baker

**GENERAL COUNSEL'S EXHIBIT 8.**

**Letter, Sept. 22, 1966, Calvin L. McCoy To Whom  
It May Concern.**

**ROEMISCH AND WRIGHT  
Cleveland, Ohio 44114**

**September 22, 1966**

**TO WHOM IT MAY CONCERN:**

This letter confirms the fact that I called Mr. V. J. Einhart, Cleveland attorney for "Sinclair" in Massachusetts, at about 11:30 A.M. on August 17, 1965; and as a local attorney for the Teamsters, I told him we had a majority of signed cards, and requested recognition as bargaining agent for all production and maintenance employees. I also advised Einhart that the unit was comprised of about eighty-seven (87) people.

Mr. Einhart waived the need for a written demand; and he denied my request for recognition by way of his letter of August 20, 1965.

I assumed Einhart represented "Sinclair" because of his being counsel for Lindsay Wire, which had a substantial interest in Sinclair.

I only represented Local No. 859, of course, at the time above indicated.

**CLM/cef**

**Very truly yours,  
CALVIN L. MCCOY.**

**GENERAL COUNSEL'S EXHIBIT 9.**

**Letter, Sept. 20, 1965, Carmin P. Napoli to  
David H. Sinclair.**

**GENERAL TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND  
HELPERS, BUILDING MATERIALS, HEAVY AND HIGHWAY  
CONSTRUCTION EMPLOYEES.**

**Springfield 4, Mass.**

**September 20th, 1965**

**Mr. David H. Sinclair, President  
Sinclair Company  
60 Appleton Street  
Holyoke, Massachusetts**

**Dear Mr. Sinclair**

This will advise you that as of today the majority of your Journeyman-Wireweavers and Apprentices at your Holyoke, Massachusetts location have designated this Local Union, an affiliate of the International Brotherhood of Teamsters, as their collective bargaining representative.

We therefore request recognition as the exclusive bargaining representative of the aforementioned Employees.

We further request that you meet with us, as soon as possible, for the purpose of negotiating a collective bargaining agreement covering wages, hours and other conditions of employment.

Should you have any doubt as to our representing a majority of your Employees in the above described bargaining unit, we will be more than willing to submit the signed authorization cards of your Employees to a neutral party, mutually agreed upon and to allow the third party to compare these cards with your present payroll.

We realize, of course, there may be some aspects of this matter you may feel should first be resolved before the recognition requested above can be granted. If so, we want you to know, we are more than willing to meet with

you or your representatives for the purpose of discussing such issues, if any, for mutually satisfactory disposition.

In the event you are willing to accept our offer, to submit these authorization cards for a check, you may reach us at the above address. We will then meet with you or your representatives for the purpose of selecting the third party to carry out the comparison of cards and current payroll.

Please be advised that your Employees have been instructed as to their legal rights in this matter and we suggest that all present terms and conditions of employment continue as in the past.

We would appreciate hearing from you on this matter at your earliest convenience.

Sincerely,

TEAMSTERS LOCAL UNION No. 404,  
CARMIN P. NAPOLI,

*President-Business Representative*

GORDON E. MORSE,  
*Business Representative.*

CPN/gs

Certified Mail No. 435477

Return Receipt Requested.

**GENERAL COUNSEL'S EXHIBIT 10.**

**Letter, Sept. 24, 1965, Carmin P. Napoli to  
David H. Sinclair.**

[Letterhead of]

**GENERAL TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND  
HELPERS, BUILDING MATERIALS, HEAVY AND HIGHWAY  
CONSTRUCTION EMPLOYEES.**

**September 24th, 1965**

**Mr. David H. Sinclair, President  
Sinclair Company  
60 Appleton Street  
Holyoke, Massachusetts  
Dear Mr. Sinclair**

**In conjunction with our letter of September 20th, 1965 with re: our demand for recognition for a certain group of your Employees, kindly be advised that Mr. Richard E. Bougie, 81 Ducharme Avenue, Willimansett and Mr. Gary A. Brunault, 24 Smith Street, South Hadley Falls, Massachusetts, both employed as weavers at your plant located at 60 Appleton Street, Holyoke, Massachusetts, are members of an organizing committee in behalf of the Teamsters Local Union No. 404.**

**They have been advised of their legal rights as provided under the Statute and will conduct themselves accordingly.**

**We would appreciate your instructing all Company officials of this correspondence so they may be fully aware of our current Union activity.**

Should you have any questions, kindly feel free to contact either of the undersigned.

Very truly yours,

**TEAMSTERS LOCAL UNION No. 404,  
CARMIN P. NAPOLI,  
President-Business Representative**

**GORDON E. MORSE,  
Business Representative.**

CPN/gs

Certified Mail No. 435481

Return Receipt Requested

cc: Mr. Richard E. Bougie

Mr. Gary A. Brunault  
files

**GENERAL COUNSEL'S EXHIBIT 11.**

**Letter, Sept. 28, 1965, David H. Sinclair to  
Teamsters Local Union No. 404.**

[Letterhead of]

**THE SINCLAIR COMPANY**

**September 28, 1965**

**Teamsters Local Union No. 404**

**119 Plainfield Street**

**Springfield, Massachusetts**

**Attention: Carnien P. Napoli, President**

**Gordon E. Morse, Business Representative**

**Gentlemen:**

This will acknowledge receipt of your letters dated September 20 and 24, 1965, which were addressed to me. I was out of the city from September 20 to September 27th, and as a result received your letters only yesterday.

Your request for recognition is denied (a.) because the Company has a good faith doubt that Local 404 of the International Brotherhood of Teamsters represents an uncoerced majority of its weaving department employees, (b.) because as stated by NLRB Chairman McCulloch, authorization cards are unreliable as a means for determining a Union's majority status, and (c.) because the Company expects that there will be questions concerning the appropriate bargaining unit which should be determined by the Board.

For all these reasons we suggest that Local 404 follow the election procedures established by the Board.

Yours very truly,  
**THE SINCLAIR COMPANY**  
**DAVID H. SINCLAIR**  
*President*

DHS/mij

**GENERAL COUNSEL'S EXHIBIT 12.**

**Letter, Oct. 11, 1965, Carmin P. Napoli to  
 David H. Sinclair.**

[Letterhead of]

**GENERAL TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
 AND HELPERS, BUILDING MATERIALS, HEAVY  
 AND HIGHWAY CONSTRUCTION EMPLOYEES**

**October 11th, 1965**

**Mr. David H. Sinclair**  
**President**  
**The Sinclair Company**  
**60 Appleton Street**  
**Holyoke, Massachusetts**

**Subject Matter: Teamsters Local Union No. 404  
 request for recognition as bar-  
 gaining representative**

Dear Mr. Sinclair

This correspondence is to supplement our letter of September 20th, 1965 in re to the above subject matter.

You will note that at that time our request for recognition was limited to a special group of your Employees at your plant located at 60 Appleton Street, Holyoke, Massachusetts.

We are further advising you that as of this date our Local Union represents the majority of your Employees at your Appleton Street plant, in the following departmental classifications: Weave Shop, maintenance, machine shop, shipping room, finishing room, dandyroll, cylinder, water mark and part time production Employees. Excluding Employees in the service department, foremen, all other Employees, office clerical, guards, supervisors and professional Employees as defined in the Act.

We therefore request recognition as the exclusive bargaining representative of the Employees identified in paragraph three (3) with the exception of those identified in the exclusions. We further request that you meet with us as soon as possible for the purpose of negotiating a collective bargaining agreement covering wages, hours and other conditions of employment.

Should you have any doubt as to our representing a majority of your Employees in the above described bargaining unit, we will be more than willing to submit the signed authorization cards of your Employees to a neutral party, mutually agreed upon and to allow the third party to compare these cards with your present payroll records.

We realize, of course, that there may be some aspects of this matter you may feel should first be resolved before the recognition requested above can be granted. If so, we want you to know, we are more than willing to meet with you or your representatives for the purpose of discussing such issues, if any, for our mutually satisfactory disposition.

In the event you are willing to accept our offer to submit these authorization cards for a check you may reach us at the above address.

We will then meet with you or your representatives for the purpose of selecting the third party to carry out the comparison of cards and current payroll records.

Please be advised that your Employees have been instructed as to their legal rights in this matter and we suggest that all present terms and conditions of employment continue as in the past.

We would appreciate hearing from you on this matter at your earliest convenience.

Very truly yours

TEAMSTERS LOCAL UNION No. 404

CARMIN P. NAPOLI

*President-Business Representative*

CPN/gs

Certified Mail No. 037342

Return Receipt Requested

cc: Mr. Richard E. Bougie, Organizing Committeeman

81 Ducharme Avenue

Willimansett, Mass.

Mr. Gary A. Brunault, Organizing Committeeman

24 Smith Street

South Hadley Falls, Mass.

files

**GENERAL COUNSEL'S EXHIBIT 13.**

**Letter, Oct. 21, 1965, David H. Sinclair to  
Teamsters Local Union No. 404.**

cc: V. J. Einhart  
Don Baker

October 21, 1965

Teamsters Local Union No. 404

119 Plainfield Street

Springfield, Massachusetts

Attention: Carmin P. Napoli, President

Gordon E. Morse, Business Representative

Gentlemen:

This will acknowledge receipt of your letter dated October 11, 1965, which was addressed to me. I was again out of the city and as a result received your letter on October 18th.

Your request for recognition is denied (a.) because the Company has a good faith doubt that Local 404 of the International Brotherhood of Teamsters represents an uncoerced majority of its production and maintenance employees, (b.) because as stated by NLRB Chairman McCullough, authorization cards are unreliable as a means for determining a Union's majority status, and (c.) because the Company expects that there will be questions concerning the appropriate bargaining unit which should be determined by the Board.

For all these reasons we are pleased to note that Local 404 has followed the election procedures established by the Board as evidenced by its petition which has been docketed Case No. 1-RC-8664.

Yours very truly,

**THE SINCLAIR COMPANY**

**DAVID H. SINCLAIR**

*President*

DHS/mij

**GENERAL COUNSEL'S EXHIBIT 14.**

**Letter, November 2, 1965, David H. Sinclair to  
All Employees.**

**THE SINCLAIR COMPANY****Wire Division ,**

Fourdrinier Wires\_\_\_\_Cylinder Wires

Dandy Rolls Stands and Suction Boxes

Cylinder Moulds\_\_\_\_Size Strainers

**Foundry Division**

Bronze and Aluminum Castings

60 Appleton Street

Holyoke, Massachusetts 01040

Tel. 413 532-9488.

TWX 413 534-4524

November 2, 1965

**To All Employees:**

The Labor Board election, which is scheduled for November 19, 1965, raises a number of questions which should be answered. Some of the questions deal with your legal rights while others deal with the plain facts as they exist here at the plants. Let's take the questions one by one and try to get straight answers.

Some of you may have signed Union cards for one reason or another, but would now like to vote against the Union. This raises the following question:

**Q.** If you signed a Union card, do you now have the right to vote against the Union?

**A.** Yes. Although you may have signed a Union card, you now have every right to vote *against* the Union at the election. This right is protected by federal law.

I am sure that many of you feel that how you vote is your own business and should not be for public consumption. This raises the following question:

Q. Will anyone know how you vote?

A. No. The election will be by secret ballot and all ballots will be marked in the privacy of a voting booth. Ballots should not be signed, so neither the Company, nor the Union, or any other employee will know how you cast your ballot. If you do sign the ballot, or put any identifying mark on it, it will *not* be counted.

There may be some of you who feel that you would rather not take sides and, as a result, not vote in the election. This raises the following question:

Q. If any employee fails to vote, will it have an effect on the outcome of the election?

A. Yes. The results of the election will be determined by a majority of those who actually vote—so be sure to vote.

Some of you may prefer to take no active part in the election on the ground that if the Union wins it will make no difference to you because you do not intend to join. This raises the following question:

Q. If Local 404 wins the election, will each employee be required to join the Union and pay dues, whether or not he voted for the Union?

A. Yes. If Local 404 wins the election it will demand that we sign a contract under which all of our production and maintenance employees will have to join and pay dues. If anyone refuses to join or pay dues, we would have to discharge him at the request of the Union.

All of us are primarily interested in job security. All of us are vitally interested in keeping our jobs in order to support our families. This raises the following question:

Q. Can the Teamsters Union offer you more job security than you now have?

A. No. The only real job security that any of us have here at Sinclair is dependent upon our ability to operate this plant at a profit. All of you know that we operated at a loss or a break even point for a number of years, and that as a result our plant and equipment is in need of repair. To be perfectly honest with you had it not been for the fact that an outside company purchased our operation, it is entirely possible that we would no longer be in business. Had it not been for this purchaser, we might not have our jobs today.

When a Company fails to operate at a profit no Union contract in the world offers any job security, because no Company can remain in business unless it can make money.

We here at Sinclair were given a "second chance," but we must make the most of that chance. If we want our jobs it is up to us to operate this plant at a profit. The Company who is helping us expects us to stand on our own feet. It has no desire nor intention of continuing to invest money here to improve our buildings, equipment and working conditions unless we can demonstrate that we can make a profit. The Company who now controls our future has a right to expect profits from this operation. We can not expect it to continue to subsidize a losing operation and it will not do so.

When we look at all of the facts as they now exist, the answer to the questions of job security here at Sinclair is clear. Through increased efforts of all concerned we can stay in business and have real job security. However, there is nothing that the Teamsters or any other Union can offer you which will in any way increase your job security under the circumstances existing at this plant.

It is easy for the Teamsters Union to make "big promises" and to tell you that they can obtain higher wages and greater fringe benefits for you. Anyone can

make promises—but it is quite another thing to fulfill those promises. This raises the following question:

Q. Can the Teamsters fulfill their "big promises" of higher wages and greatly increased fringe benefits?

A. No. If the Teamsters win the election the Company has an obligation to bargain with the Union in good faith in an effort to reach agreement on wages, hours and working conditions. We will meet this obligation, but we will not agree to any increase in costs which can put us out of business.

As stated before, because of financial conditions the Sinclair plant has been on "thin ice." We are still on "thin ice," and it just doesn't make sense for us to meet unreasonable Union demands which will result in further losses and eventually the necessity of closing the plant.

We suggest that you consider the above questions and answers carefully because the outcome of the NLRB election scheduled for November 19th may have a great effect on the future of all of us.

Yours truly,

THE SINCLAIR COMPANY  
David H. Sinclair  
President

DHS/mij

**GENERAL COUNSEL'S EXHIBIT 15.**

**Letter, November 5, 1965, David H. Sinclair to  
All Employees.**

[Letterhead of]

**THE SINCLAIR COMPANY**

**November 5, 1965**

**To All Employees:**

*Sinclair Must Make Its Own Way*

I realize you want more money. This is not unusual. Everyone wants more money—including me.

What we want, and what we can get is frequently quite a ways apart. "You can't get blood out of a turnip," and "Nobody wins beating a dead horse" are two old ways of expressing it.

Teamster business agents can promise you the moon, but they can deliver only what Sinclair can afford to pay.

*Poor Earnings History*

The Sinclair Company has had a poor earnings history. No one likes to talk about their financial problems, but I believe I must be very frank with you at this time.

My father started this Company the year I was born—1925. Then came the depression. Buchanan & Bolt went bankrupt. In 1933 the bank induced my father to take it over with a promise of financial help which never materialized.

Dad never took a big salary out of the plant. All profits were plowed back into the business. There were some years in which there were no profits—instead we had losses.

The Wire Weavers' strike in the early 1950's tied up the plant for three months. We were virtually out of business when the plant reopened on a non-union basis.

In an effort to put the Company in a better competitive position we started an expansion program in 1961. This resulted on a drain of our already limited money and last year our accumulated debts forced us to sell control of the Company. The new owners have made it clear that Sinclair must make a profit.

The new ownership has spent money in modernizing the plant. New production material and handling equipment has been installed. We have been able to improve the quality of our product somewhat, but let's face some cold facts—our present looms are too narrow to make the wide cloth which is most in demand, and much of our equipment is in need of replacement or repair. Before we can induce top management to invest large sums in new looms and equipment, we are going to have to prove that their installation will be profitable.

Many of you have questioned the wisdom of the improvements to the office. That is a decision which you might not have made, but it was thought necessary as a sales point for customers who come into the office. Actually its cost was small compared to the new equipment which has already been placed in the plant, but new lathes and milling machines do not have much "eye appeal."

### *Profits and Not Pressure*

If this plant is to go forward and furnish real job security for you, we are going to have to prove that we can make a profit. The new ownership is interested in profits and not pressure. They have no ties with Holyoke or Massachusetts. If a dollar invested here can't earn as much as a dollar invested in Mississippi or Ohio, or somewhere else, you can be sure that their dollars are going to go where they can earn the most pennies.

I know that the Teamsters Union promises you a lot, but what can they deliver except pressure—the threat of a strike?

Frankly, I do not believe the threat of a strike will cause the new owners any loss of sleep. However, a long strike would be bad for me because I would like to continue to live in Holyoke. I have pride in the Sinclair family name and would like to see the plant modernized, expanded and prosper.

The decision must be made by you, individually. No one can make the decision for you. No one has a right to threaten you, or coerce you to make you vote their way. The election is absolutely secret. No one can ever know how you have voted.

The big question for you is: What can the Teamsters Union actually do for you in return for the big initiation fee and high monthly dues it will demand you pay as its price for letting you keep your job here at Sinclair?

Think it over carefully! Then be sure that you vote! You must vote to make your wish count.

Sincerely,

THE SINCLAIR COMPANY  
David H. Sinclair  
President

DHS/mij

**GENERAL COUNSEL'S EXHIBIT 16a.**

**Letter, November 22, 1965, David H. Sinclair to  
All Employees.**

[Letterhead of]

**THE SINCLAIR COMPANY**

**November 22, 1965**

**To All Employees:**

Enclosed please find a copy of the book written by Senator Bob Kennedy entitled, "The Enemy Within."

This book is the experience of Senator Kennedy when he was Attorney General of the United States and inves-

tigating racketeering aspects of the labor movement in the United States. I think you will find that it makes for thoughtful and interesting reading. I hope you will take the time to read it, as I am sure you will agree this information is presented by a man who really knows.

Sincerely,

THE SINCLAIR COMPANY  
David H. Sinclair  
President

DHS/mij

### GENERAL COUNSEL'S EXHIBIT 17.

Letter; November 30, 1965, David H. Sinclair to  
All Wire Weavers.

[Letterhead of]

THE SINCLAIR COMPANY

November 30, 1965

To All Wire Weavers:

#### *Can We Afford a Strike?*

Some of you remember the long strike of the Wire Weavers Union nearly 15 years ago. This plant was closed for 13 weeks. We were virtually out of business when my father wrote to the employees advising them we must reopen or close down. The plant reopened on a non-union basis.

Then came the long battle to try to make our way back. We never quite made it. This is why my family had to sell control of the Company.

#### *Conditions Have Changed*

At the time of the Wire Weavers strike, this was a family owned operation. We were all Holyoke people. That is why we tried so hard to make a comeback here in Holyoke.

That strike was a disaster to us. Today it is a different story. We are a part of a multi-plant operation. A strike can still close the Holyoke plant, but other plants can pick up the work.

During the Wire Weavers strike, the workers lost three months' wages—money they never recovered. The Company was also driven to the brink of bankruptcy.

In a strike today, the employees would again lose their wages, but here the similarity ends.

### *Profits Not Pressure*

As I wrote you before, the new ownership of The Sinclair Company is interested in profits and not pressure. What could the Teamster Union do to improve our profit position? Could they sell a single foot of wire cloth, or a single dandy roll?

● The answer is "NO"!

Could the Teamsters Union furnish us the technical help necessary to improve productivity and product quality?

The answer is "NO"! These Union officers know nothing about your job and our mutual problems.

### *What CAN the Teamsters Union Do?*

What can the Teamsters Union do to earn the big initiation fee, monthly dues and frequent assessments it would collect from you if it wins the Labor Board secret election?

It can make "big" demands which the Company cannot meet.

When the Company answer is "no" to the Teamsters Union "big" demands, it can call you out on strike.

A strike is a Union's only weapon to enforce its "big" demands.

### *Are You Prepared For a Strike?*

Can you afford a long strike which could last for many weeks? This is a question which you should discuss

with your family before making your decision on how you wish to vote.

Can you afford a strike when you know the Holyoke plant has been given a second chance to stay in business and furnish jobs for all of us?

This Company is not anti-union. We would not close the plant in retaliation for employees voting for a Union. But this Company must show a profit, regardless of whether or not you select the Teamsters Union as your spokesman.

Real job security at the Holyoke plant is dependent upon profits and not Teamster Union pressure, or promises.

### *Make Your Own Decision*

I have tried to give you the facts as I see them.

How you decide to vote is a question which only you can answer!

Again I urge you to make your decision on facts and not the wild promises of men who have a big "dues deduction" axe to grind.

Whatever your decision, be sure you go to the polls and vote!

Vote without fear! The election is absolutely secret. No one can ever know how you voted.

You must vote to make your wish count!

Sincerely,

THE SINCLAIR COMPANY

Dave

DAVID H. SINCLAIR

President

DHS/mij

## **GENERAL COUNSEL'S EXHIBIT 18.**

**Letter, December 1, 1965, David H. Sinclair to  
All Wire Weavers.**

[Letterhead of]

**THE SINCLAIR COMPANY**

**December 1, 1965**

**To all Wire Weavers:**

### ***Is This the Leadership You Want?***

Every organization mirrors and reflects the character of its top officers.

If the leaders are good men, then normally it is a good organization. If its leaders are bad, then normally it is *not* a good organization.

Before making your decision on whether or not you wish to turn your welfare, and your right to come to work at Sinclair, over to the Teamsters Union, you should give serious consideration to the type of Union it is.

### ***Its Top Officers Have Been Convicted of Serious Crimes***

David Beck, its immediate past president, was convicted and served a long prison sentence for a series of felonies.

James R. Hoffa, its present president, is out of jail on appeal bonds following his conviction in United States District Courts in Tennessee and Chicago for his offenses.

The AFL-CIO has expelled the Teamsters Union because of alleged racketeering and hoodlum domination and control.

Dozens of Teamster Union Officers across the entire country—from coast to coast and from the Canadian to the Mexican borders have been convicted of a long list of shocking misdeeds.

### *"The Enemy Within"*

Senator Robert Kennedy, when he was Chief Counsel for the U. S. Senate Labor Racketeering Committee, wrote a book about the Teamsters Union entitled "The Enemy Within."

Senator McClelland, who is Chairman of the Labor Racketeering Committee, has written newspaper and magazine articles about the hoodlum control of the Teamsters Union.

Perhaps you have read some of these shocking articles. If not, we suggest you might do so at the public library.

### *Are We Scared?*

Naturally the question occurs to you: Is management scared of the Teamster's "Goon Squads"?

Certainly we feel a certain amount of anxiety. One cannot read the sworn testimony of an employer before the Senate Labor Racketeering Committee about Teamster Union Bosses' threats to run down his children on their way home from school with their big automobiles without some concern.

We also know that a Norwalk, Ohio, truck line secured a verdict for several Hundred Thousand Dollars in the U. S. District Court in Massachusetts against the Teamsters Union for its unlawful acts.

### *You Also Have Much to Fear*

We know that there is a certain risk to us from the Hoodlum element which controls this Union.

However, as you read Senator Kennedy's book, "The Enemy Within," and a few of Senator McClelland's documented articles on Teamster Lawlessness, you will find that it is more frequently the dues paying members of this Union who are the victims of its Racketeers' violence.

### *All of You Will Be Hooked With It*

If the Teamsters Union wins the Labor Board secret election, *every one of you* will be hooked with it for the length of any contract which may be signed. You can be sure that the Union Bosses will demand that all of you be forced to join the Union and pay monthly dues, fees, and assessments as its price of letting you work here.

If the Teamsters Union wins the election, it will be very difficult for you to get another election to vote it out.

### *Teamsters Union Needs Your Money*

A recent newspaper article reported that International President James R. Hoffa had spent over Half a Million Dollars of the duespayers' money in trying to keep out of jail.

Lesser Union officials have also financed their defenses in criminal court with money coerced from Teamster members.

That is why the Teamsters Union needs your money now to try to keep its top leaders out of jail.

### *Think For Yourself!*

Are these the type of men you want to have to bow down to and call "brother"?

Are these the type of men you want to give a substantial chunk of your pay as their price of letting you work here?

### *Only You Can Decide*

Only you can decide these important questions. You will make your decision in the secrecy of the Labor Board's voting booth. The fact that you may have signed a Union card in no way obligates you to vote for the Union. You can, and should, vote as you think best for *you* as you stand in the secrecy of the voting booth.

A "NO" vote is a vote *against* surrendering your rights to the Bosses of the "Hoodlum saturated" Teamsters Union.

A "Yes" vote is a vote to become a part of them.  
Make your decisions on facts, not "hot air" promises. You  
must vote to make your wish count.

Sincerely,

THE SINCLAIR COMPANY

Dave

DAVID H. SINCLAIR

*President*

DHS/mij

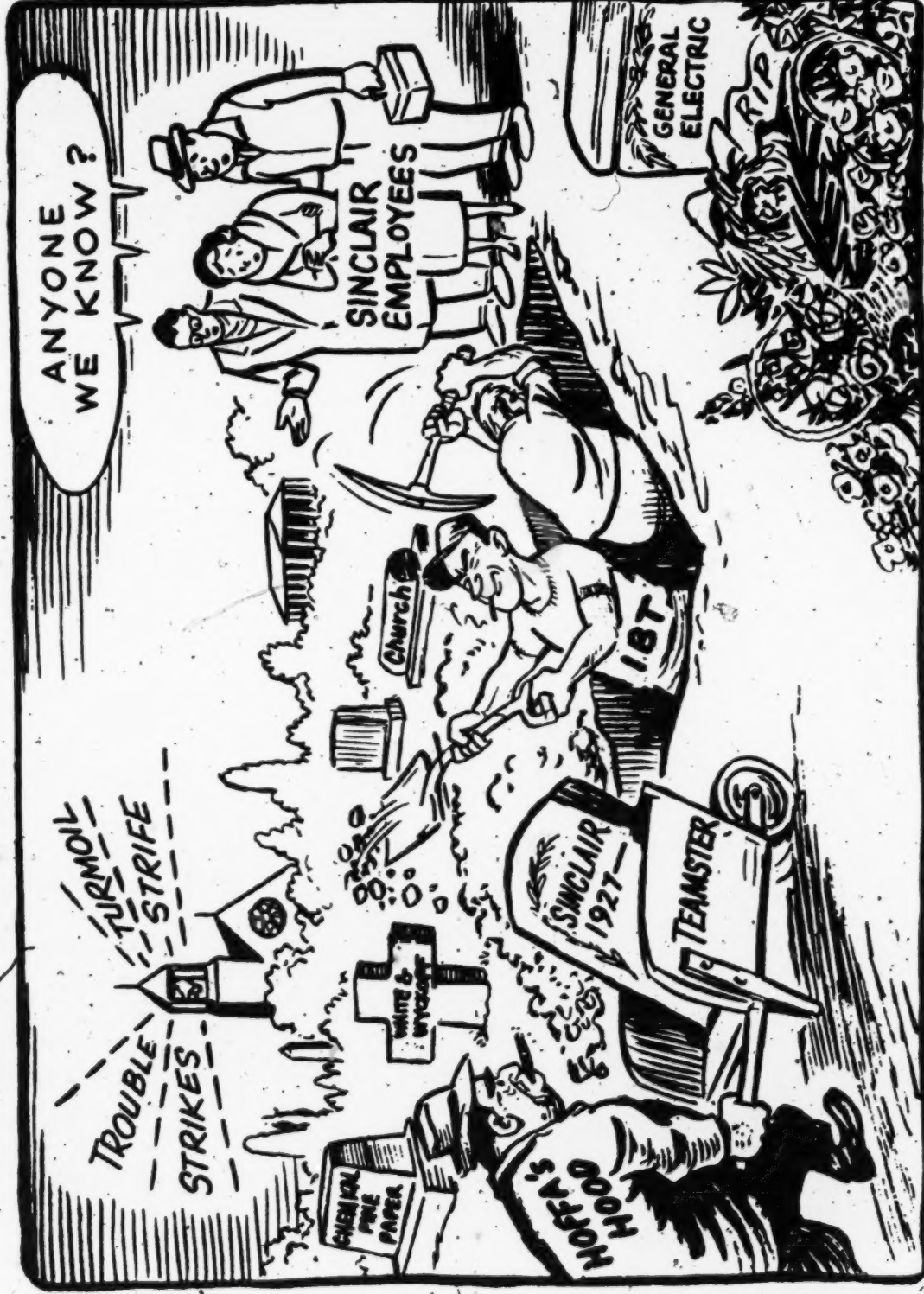
# The Sinclair Company

## Let's Look At The Record



# The Sinclair Company

## Let's Look At The Record



December 7, 1965

### TO ALL WIRE WEAVERS:

The Holyoke-Springfield industrial graveyard is filled with Companies which died under Union pressure.

Textile mills have either gone out of business completely, or moved South.

Paper mills in the area have been liquidated, to be replaced by Southern mills close to abundant pulpwood.

As paper mills opened in the South, makers of fourdrinier and cut cloth opened plants in the South to be near their customers.

### A Profitable Week-End Trip

Before making the very important decision on how to vote in the Labor Board secret election on Thursday, December 9, 1965, we think every Wire Weaver in this plant would find it profitable to visit a few of the sites of once prosperous companies in the Holyoke area.

We list only a few of the many you can recall:

<u>Company</u>	<u>Jobs Lost</u>
Chemical Fine Paper Co.	660
C. F. Church & Co.	487
Crocker-McElwain	100
General Electric	252
Holyoke Plastics Co.	100
Livingston Worsted Mills	365
Wm. Skinner Silk Mills	300
White & Wyckoff	250
Winfield Hats, Inc.	425

There were, of course, many small companies, such as:

Duo Chemical	7
New England Electronics	35
Industrial Research Corp.	35

There are many more! They total around 3500 jobs which no longer exist in the Holyoke area.

#### Many Were Sick When The "Union Doctor" Came In

Some of the industrial corpses were already sick when the Unions came in with "big promises" to the employees of what the Unions could do for them. These companies needed higher production and better quality to meet the stiffer competition. The "Union Doctors" gave them bloodletting strikes, restricted production and higher labor costs.

The result, as you can see as you look around you, was the death of these companies.

#### Everyone Was Hurt

Everyone in the area has been hurt by the loss of these plants. The stockholders lost

all, or a major part of their investment. Some do not have the money to start new businesses, even if they had the courage to do so.

The employees lost their jobs. Some of them found other jobs, but in so doing they only took jobs which some other unemployed person would have taken.

The whole community has been hurt! First, by high employment, high relief rolls, and low consumer buying.

Second, by higher taxes for both workers and owners of the plants which have managed to stay in business.

Third, by discouraging investors from other sections of the country from coming into the area and building new plants. Dollars are looking for a place to light where there is an equal chance to earn a profit. Every plant in this area which goes out of business is a frightening scarecrow to outside investors looking for a place to locate a new business, or to expand an old one.

#### Unions Have Not Solved Our Problems

Whatever your feelings about Unions may be, these facts exist! Factories are gone! Jobs are gone! What have Unions done to promote sound industrial growth in this area? The answer is nothing! Can you think of any cases where Unions have induced companies to remain in the Holyoke-Springfield area by showing them how they could make a reasonable profit here?

What facts do you have which would lead you to believe that a hoodlum dominated Union, like the Teamsters, can give you real job opportunity at the Sinclair Company? Real job opportunity is based upon the profit and loss picture of the employer, and not the "hot air" promises of a professional Union dues collector.

### Our History Is Not Bright

Buchanan & Bolt went bankrupt. Local banks, stuck with sizeable loans, induced my father to take it over. He believed in Holyoke. For years he paid himself a meager salary and plowed back any profits that were made into the business to build it up. The 13-week Weavers' strike was a disaster. The Weaving business never fully recovered. Eventually control of the company had to be sold.

Against a background such as ours, your dreams of "Union miracles" can be dangerous to your real job security. We don't know what the future holds for any of us, but you can be sure the new owners of Sinclair Company were

looking for profits, and not operation "Holyoke rathole" into which to pour dollars without hope of profit.

### Think For Yourself

To most of you this is the most important election in which you have ever voted. Make your decision on facts!

Before making your decision, drive past a few of the vacant plants where businesses died. It will not be a pleasant drive, but it could be a very informative one for you.

Think it over carefully! Your decision calls for clear thinking.

Yours truly,

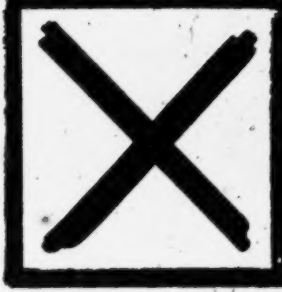
The Sinclair Company

*Dave*  
David H. Sinclair  
President

### Remember:

The election is absolutely secret. No one can ever know how you have voted.

You must vote to make your wish count.  
Failure to vote is the same as voting against the way you wish the election to go.

VOTE RIGHT → NO   
AVOID STRIKES

REMEMBER WHEN THESE PLANTS  
FURNISHED JOBS TO AREA PEOPLE?

C. F. CHURCH & CO.



CROCKER-McELWAIN



TH-ZY

NOT EVEN G. E. COULD MAKE A PROFIT



UNIONS  
FURNISHED  
NO JOB  
SECURITY  
HERE!

CHEMICAL FINE PAPER



DEATH ALONG THE RIVER

WHITE & WYCKOFF



SO QUIET TODAY

**GENERAL COUNSEL'S EXHIBIT 20.****Sheet Handed Out by Sinclair Company December 8, 1965****VOTE RIGHT****AVOID STRIKES****PUT YOUR "X" ON THE RIGHT****No—Is Your Candidate****No—Never Called A Strike****No—Never Cost You A Single Day's Pay****No—Will Never Take A Cent Out Of Your Pay Check****No—Will Not Force You To Contribute Part Of Your Pay To Hire Lawyers To Defend "Union Bosses" In Criminal Court****No—Will Never Cost You A Cent In Dues, Fees, Fines Or Unknown Assessments****DO NOT SIGN OR DEFACE YOUR BALLOT****Yes****NO****X****Protect Yourself****Protect Your Family****VOTE NO****SAVE DOUGH****THE SINCLAIR COMPANY****WONDER WHERE THE DUES LOOT GOES?****Do You Know?**

That the Teamsters Union has paid more than \$570,000.00 in lawyer's fees to try to keep International President James R. Hoffa out of jail?

(Mr. Hoffa has been sentenced to prison by United States District Courts in Tennessee and Chicago.)

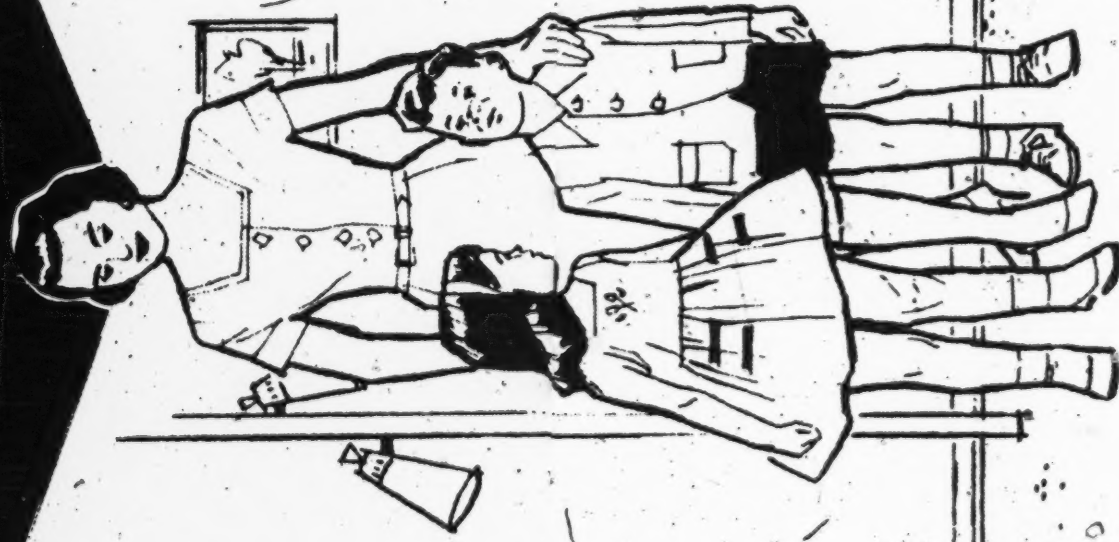
That Dave Beck, former International President, who spent several years in jail for misusing Teamster Welfare Funds and other Union money (dues, fees, assessments paid by Union members) is being paid a huge pension and furnished a lavish mansion by the Teamster Union?

That James R. Hoffa receives a salary of \$75,000 a year, plus expenses?

That the Teamster Union was expelled from the AFL-CIO because of "Hoodlum" and "Racketeer" domination of the Union?

Who  
would buy  
the  
Groceries...

While you  
walk the  
Teamsters  
Picket Line?



**An Important Question**

# The Sinclair Company

## DO YOU WANT ANOTHER 13-WEEK STRIKE?

### TO ALL WIRE WEAVERS:

The Teamsters' Union Organizers can promise you anything and everything, but they can only deliver to you that which an employer feels it can pay.

We have always had a policy of treating all employees alike, regardless of the building or department in which they might work. The mere fact that the Teamsters Union may become the bargaining agent for a single department cannot change that policy. Whatever is done for one group must be done for all employees.

### No Changes At This Time

During a Union organizing campaign an employer is prohibited by law from making any changes in wages or other benefits which could induce any employee to change his mind on how he will vote. Because of this rule, we are unable to discuss wages with other groups of our employees whom the Union does not wish to represent at this time.

### Another Long Strike Possible

The Union has only one weapon with which it can try to make good its big campaign promises to the Wire Weavers. That weapon is a strike. We had a 13-week strike in the

Wire Weaving Department in the early 1950's. The Wire Weaving Department was closed. Both the employees and the Company were seriously hurt by that strike.

We have no doubt that the Teamsters Union can again close the Wire Weaving Department and the entire plant by a strike. We have no hopes that the Teamsters Union Bosses will not call a strike. The Union organizers will not lose any wages during a strike. Only striking employees and the Company would be hurt!

The Teamsters Union is a strike-happy outfit. During an unsuccessful effort to organize some telephone company employees, International President James R. Hoffa stated:

"If it were necessary to strike the Company, it could very well be a six-or-nine-months' strike and the Unions would expect all installers to be ready to wage that kind of battle with the employers, or not come into the Teamsters." Los Angeles Herald-Examiner, November 4, 1962.

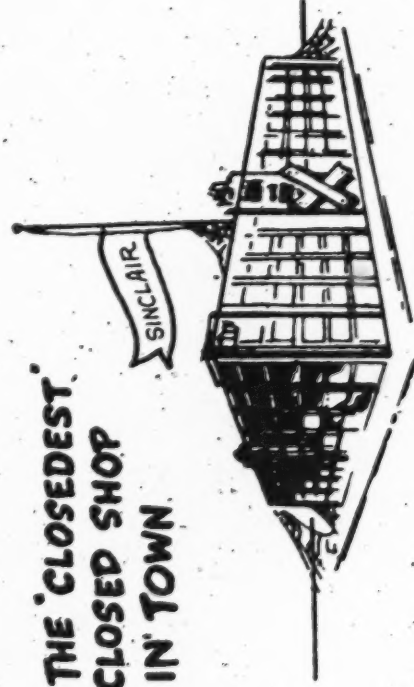
Unions sometimes call strikes as a "face-saving" gesture. The organizers know when they are making the "big promises" that those promises cannot be kept, but they do not want to admit to you immediately after an election that they have hoodwinked you. However, after you have been out on strike for 3 or 4 months, the Teamsters hope you are so anxious to go back to work that you will forget about the big promises.

### Your Rights And Ours

You have a right, if you are a Weaver, to vote for the Teamsters Union. You have an equal right to vote against the Union. The fact that you may have signed a Union authorization card in no way obligates you to vote for the Union.

You have a right to walk out on strike if the Union wins the Labor Board election and calls a strike. You have an equal right to refuse to strike and to come through the Union's picket line. This might be very rough for awhile. The Teamsters Union is notorious for its picket line violence.

**THE 'CLOSEDEST'  
CLOSED SHOP  
IN' TOWN**



### Ask Yourself These Questions

Do you think the Teamsters Union Organizers can make good on their big promises? The answer is obviously, no.

How long a strike can you afford? Only you know how much money and how much credit you have.

We are sure that if you answer these questions to yourself fairly, you will vote NO in the Labor Board election on December 9th!

Yours truly,

The Sinclair Company

David H. Sinclair  
President

**VOTE RIGHT**

**Avoid Strikes**

**NO**





## [RESPONDENT'S EXHIBIT 2]

## STIPULATION FOR CERTIFICATION UPON CONSENT ELECTION

Pursuant to a Petition duly filed under Section 9 of the National Labor Relations Act, as amended, and subject to the approval of the Regional Director for the National Labor Relations Board (herein called the Regional Director), the undersigned parties hereby AGREE AS FOLLOWS

1. **SECRET BALLOT.**—An election by secret ballot shall be held under the supervision of the said Regional Director, among the employees of the undersigned Employer in the unit defined below, at the indicated time and place, to determine whether or not such employees desire to be represented for the purpose of collective bargaining by (one of) the undersigned labor organization(s). Said election shall be held in accordance with the National Labor Relations Act, the Board's Rules and Regulations, and the applicable procedures and policies of the Board.

2. **ELIGIBLE VOTERS.**—The eligible voters shall be those employees included within the Unit described below, who were employed during the payroll period indicated below, including employees who did not work during said payroll period because they were ill or on vacation or temporarily laid off, and employees in the military services of the United States who appear in person at the polls, also eligible are employees engaged in an economic strike which commenced less than twelve (12) months before the election date and who retained their status as such during the eligibility period and their replacements, but *excluding* any employees who have since quit or been discharged for cause and employees engaged in a strike who have been discharged for cause since the commencement thereof, and who have not been rehired or reinstated prior to the date of the election, and employees engaged in an economic strike which commenced more than twelve (12) months prior to the date of the election and who have been permanently replaced. At a date fixed by the Regional Director, the parties, as requested, will furnish

to the Regional Director, an accurate list of all the eligible voters, together with a list of the employees, if any, specifically excluded from eligibility.

3. NOTICES OF ELECTION.—The Regional Director shall prepare a Notice of Election and supply copies to the parties describing the manner and conduct of the election to be held and incorporating therein a sample ballot. The parties upon the request of and at a time designated by the Regional Director, will post such Notice of Election at conspicuous and usual posting places easily accessible to the eligible voters.

4. OBSERVERS.—Each party hereto will be allowed to station an equal number of authorized observers, selected from among the nonsupervisory employees of the Employer, at the polling places during the election to assist in its conduct, to challenge the eligibility of voters, and to verify the tally.

5. TALLY OF BALLOTS.—As soon after the election as feasible, the votes shall be counted and tabulated by the Regional Director, or his agent or agents. Upon the conclusion of the counting, the Regional Director shall furnish a Tally of Ballots to each of the parties.

\* \* \*

8. COMMERCE.—The Employer is engaged in commerce within the meaning of Section 2(6) of the National Labor Relations Act, and a question affecting commerce has arisen concerning the representation of employees within the meaning of Section 9(c). (*Insert commerce facts.*)

The Sinclair Company is a Mass. Corporation engaged in the manufacture and sale of paper mill wire cloth and rolls at its plants located at 60 Appleton St. and 115 Park St. Holyoke, Mass. It annually ships goods valued in excess of \$50,000 to points outside the Commonwealth of Mass.

9. WORDING ON THE BALLOT.—Where only one labor organization is signatory to this agreement, the name of the

organization shall appear on the ballot and the choice shall be "Yes" or "No." In the event more than one labor organization is signatory to this agreement, the choices on the ballot will appear in the wording indicated below and in the order enumerated below, reading from left to right on the ballot, or if the occasion demands, from top to bottom. *(If more than one union is to appear on the ballot, any union may have its name removed from the ballot by the approval of the Regional Director of a timely request, in writing, to that effect.)*

First.

Second.

Third.

10. PAYROLL PERIOD FOR ELIGIBILITY—P/e October 29, 1965.

11. DATE, HOURS, AND PLACE OF ELECTION.—November 19, 1965

1:30 P.M. to 2:00 P.M. — Park St. plant — 2nd floor  
PATTERN SHOP

3:00 P.M. to 4:30 P.M. — Appleton St. plant — SHIP-  
PING AREA

12. THE APPROPRIATE COLLECTIVE BARGAINING UNIT.—

All production and maintenance employees at Company plants located at 60 Appleton St. and 115 Park St., Holyoke Mass., including regular part time employees, but excluding office clerical employees, service employees, professional employees, guards and supervisors as defined in the Act.

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If Notice of Representation Hearing has been issued in this case, the approval of this stipulation by the Regional Direc-

tor shall constitute withdrawal of the Notice of Representation Hearing heretofore issued.

The Sinclair Company  
60 Appleton St. Holyoke, Mass.

By /s/ David H. Sinclair, Pres. 11/2/65

Recommended:

/s/ Francis V. Paone 11/2/65

Date Approved \_\_\_\_\_

Regional Director,  
National Labor Relations Board.

General Teamsters, Chauffeurs, Warehousemen And Helpers  
Building Materials, Heavy & Highway Construction Employees,  
Local Union No. 404 a/w I.B.T.C.W. & H. of America  
119 Plainfield St. Springfield, Mass.

By Carmin P. Napoli, Pres. B.A. 11/2/65

Case No. 1-RC-8664

[RESPONDENT'S EXHIBIT 3]

WESTERN UNION TELEGRAM

BA345 SSG291

(03)

3 SGA445 PD 5 EXTRA=SPRINGFIELD MASS 5 301P EST=  
BERNARD ALPERT, REGIONAL DIRECTOR NLRB  
FIRST REGION=

24 SCHOOL ST BSN=

1965 Nov 5 PM 4:11

REQUEST PERMISSION TO WITHDRAW WITHOUT PRE-  
JUDICE IN CASE NUMBER 1-RC-8664-

THE SINCLAIR CO. WILL FILE NEW PETITION IN A  
SMALLER UNIT. PETITION TO FOLLOW=

CARMIN P NAPOLI PRES BUSINESS REP TEAMSTERS  
LOCAL 404==

1-RC-8664- 404=

## [RESPONDENT'S EXHIBIT 4]

WESTERN UNION TELEGRAM

WU43 PD SPRINGFIELD MASS 5 258P EST

DAVID H SINCLAIR PRES

THE SINCLAIR CO HOLYOKE MASS

PLEASE BE ADVISED THAT AS OF THIS DATE WE HAVE  
REQUESTED THE NLRB FIRST LEGION BOSTON MASS.  
THAT WE BE ALLOWED TO WITHDRAW OUR PETITION  
IN CASE NUMBER 1-RC-8664 WE WILL FILE A NEW PE-  
TITION IN A SMALLER UNIT

CARMIN P NAPOLI PRES BUSINESS REP TEAMSTERS

LOCAL 4040

1-RC-8664

CLR

IN SIGNATURE THAT SHOULD READ LOCAL 404 NOT  
4040

CLR

WU 43 RC MPSC TKS

**[RESPONDENT'S EXHIBIT 5]****NATIONAL LABOR RELATIONS BOARD  
FIRST REGION****24 School Street  
Boston, Massachusetts 02180****Telephone 223-3300****November 8, 1965****General Teamsters, Chauffeurs, Warehousemen and Helpers,  
Building Materials Heavy & Highway Construction Em-  
ployees, Local Union No. 404, a/w International Brother-  
hood of Teamsters, Chauffeurs, Warehousemen and Help-  
ers of America****119 Plainfield Street  
Springfield, Massachusetts****Attn: Carmin P. Napoli, President****Re: THE SINCLAIR COMPANY  
Case No. 1-RC-8664****Gentlemen:**

**This is to notify you that your telegraphic request for permission to withdraw without prejudice the above-mentioned case is hereby granted. The agreement had not been approved prior to receipt of your request and under present Board policy each of the parties may withdraw its consent without prejudice in these circumstances.**

**Very sincerely,****Bernard L. Alpert  
Regional Director**

**cc: The Sinclair Company  
60 Appleton Street  
Holyoke, Massachusetts  
Attn: David H. Sinclair, Pres.**

J. Einhart, Esquire  
Stanley, Smoyer & Schwartz  
1270 Union Commerce Building  
Cleveland, Ohio

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**[RESPONDENT'S EXHIBIT 6]**  
**NATIONAL LABOR RELATIONS BOARD**  
**REGION 1**  
24 School Street  
Boston, Massachusetts 02108

Telephone 223-3300

November 8, 1965

J. Einhart, Esquire  
Stanley, Smoyer & Schwartz  
1270 Union Commerce Building  
Cleveland, Ohio

**Re: THE SINCLAIR COMPANY**  
**Case No. 1-RC-8664**

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Dear Mr. Einhart:

Enclosed is a photostat of the Stipulation in the above-mentioned case which was signed by both the Union and the Employer and the Board Agent, Francis V. Paone, on November 2, as requested by you in your telephone conversation with me this date.

Very sincerely;

Bernard L. Alpert  
Regional Director

Enclosure

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## [RESPONDENT'S EXHIBIT 7]

NATIONAL LABOR RELATIONS BOARD  
FIRST REGION24 School Street  
Boston, Massachusetts 02108

Telephone 223-3300

November 9, 1965

The Sinclair Company  
60 Appleton Street  
Holyoke, Massachusetts  
Attn: David H. Sinclair, President

Re: THE SINCLAIR COMPANY  
Case No. 1-RC-8664

Gentlemen:

This is to advise you that the Petition in the above matter has, with my approval, been withdrawn without prejudice.

Very sincerely,

Bernard L. Alpert  
Regional Director

cc: Stanley, Smoyer & Schwartz  
1270 Union Commerce Building  
Cleveland, Ohio  
Attn: J. Einhart, Esquire  
Teamsters Local 404  
119 Plainfield Street  
Springfield, Mass.  
Attn: Carmin P. Napoli, President

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## [RESPONDENT'S EXHIBIT 11]

NATIONAL LABOR RELATIONS BOARD

FIRST REGION

24 School Street

Boston, Massachusetts 02108

Telephone 223-3326

November 22, 1965

The Sinclair Company

Attn: David Sinclair, President

60 Appleton Street

Holyoke, Massachusetts

Mr. Carmin P. Napoli, President

General Teamsters, Chauffeurs, Warehousemen

and Helpers, Building Materials, Heavy &amp;

Highway Construction Employees Local

Union No. 404

119 Plainfield Street

Springfield, Massachusetts

Re: The Sinclair Company

Case No. 1-RC-8713.

Gentlemen:

Enclosed is a Stipulation for Certification Upon Consent Election in the above-captioned matters as described in our recent telephone conversation. It is requested that the agreement be signed and returned as soon as possible.

The election has been scheduled for Thursday, December 9, 1965, between the hours 3:00 p.m. to 4:30 p.m. on the company premises. The eligible employees are those employed for the payroll period ending November 13, 1965. It is understood that the eligibility list submitted to this office recently will be used at the election. Notices for posting will be mailed to you prior to the election. You may appoint a non-supervisory employee to act as an observer.

If you have any questions, please call me, or, in my absence,  
Mr. Joseph Barry, Supervisory Examiner, 223-3368.

Very truly yours,

Francis V. Paone  
Labor Management Relations  
Examiner

cc: V. J. Einhart, Esquire  
Stanley Smoyer & Schwartz  
1270 Union Commerce Building  
Cleveland, Ohio

Enclosure

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[RESPONDENT'S EXHIBIT 12]

November 24, 1965

National Labor Relations Board  
First Region  
24 School Street  
Boston, Massachusetts 02108

Attention: Francis V. Paone, Labor Management Relations  
Examiner

Subject: The Sinclair Company  
Case No. 1-RC-8713

Gentlemen:

In the absence of our Mr. David Sinclair the writer was authorized to sign the Stipulation for Certification Upon Consent Election, which we enclosed herewith.

Very truly yours,

Fred W. Greene, Jr.  
Production Manager

FWG:mij

Enclosure

**[RESPONDENT'S EXHIBIT 14 (REJECTED) ]****LIST OF EMPLOYEES AS OF AUGUST 17, 1965****WEAVERS**

Oscar Neisner  
 Howard Neill  
 William Dean  
 Rene H. Tardif  
 Marcel Sikorski  
 Thomas E. Cleland  
 Richard Bougie  
 Ernest Geissler  
 Philip Sharpe  
 Carl Hass  
 John Kliendienst  
 Gary Brunault  
 Raymond St. Germain

**WEAVE SHOP**

Viateur Goulet  
 Raymond Shyloski

**SEAMING**

William D. Sullivan  
 Janet S. Downie  
 Mabel Dupell

**FINISHING**

Herve A. Gadouas  
 Ronald Bogart  
 Eugene Parnicky  
 Roger Provost  
 Albin Rogowski  
 Thomas Quinlan

**DANDY ROLL**

Helen Leduc  
 Gene Williams  
 Ernest Leblond  
 Charles Seiffert  
 Howard Keyes  
 Emile Boileau  
 Charles Ludden, Jr.  
 James Murphy  
 Patrick O'Hare  
 Charles Duval  
 Leonard Shea  
 Michael McGale  
 Frank Zabik

**FOUNDRY**

Richard Viau  
 William Hyte  
 Eddie Lee Smith  
 Roger Wolcott  
 Charles Brazier  
 Jean Dionne  
 Robert Washington  
 Edward Skinner  
 Arthur Lamagdeleine  
 John Childers  
 James Tucker

**MACHINE SHOP**

Stanley Grip  
 William Abbott  
 Edward Lamirande

CYLINDER MOULD

William Barre  
 Clement Duquette  
 Walter Mul  
 Albert LaBrie

SERVICE MEN

Eugene Flaherty  
 James Mitchell  
 Wallace D. Leslie

OHIO DIV.

Dana Gleason  
 Howard Robinson

Rene Cote  
 Leroy Anderson  
 Roland Bernashe  
 William Sligo, Jr.  
 George A. Bellerose  
 Daniel Borecki  
 Robert Kliendienst  
 Walter Donicz

SHIPPING

Henry Cook  
 Frank Smead  
 Joseph Nadeau

**RESPONDENT'S EXHIBIT 15.**

**Notice, Oct. 21, 1965.**

October 21, 1965

**NOTICE**

On October 13, 1965, Local 404 of the Teamsters Union filed a Petition with the National Labor Relations Board requesting an election among the following employees:

Weave shop, maintenance, machine shop, shipping room, finishing room, dandyroll, cylinder, watermark and part-time production employees

Local 404 would apparently exclude our foundry employees. We firmly believe that if any election is held it should include *all* of our production and maintenance employees and we have made our position clear to the NLRB.

Local 404 originally requested recognition for employees in our "Weaving Department only." We denied this request because we felt then, as now, that all of our employees should have something to say about whether or not our plant becomes unionized.

We will keep you fully advised of all future developments concerning this matter and will be talking to you from time to time about it.

### **RESPONDENT'S EXHIBIT 16.**

**Notice, November 2, 1965.**

November 2, 1965

#### **NOTICE**

We met with a representative of the National Labor Relations Board today and worked out the details for an NLRB election.

#### *Who May Vote:*

All production and maintenance employees including regular part-time employees who were employed at our Appleton Street Plant and our Park Street Plant on October 29, 1965, have the right to vote. Office clerical employees, outside service employees, professional employees and supervisors will not be permitted to vote.

#### *When will the election be held:*

The election will be held on Friday, November 19, 1965, and the polls will be open during the following hours:

Park Street Plant      1:30 P.M. to 2:00 P.M.

Appleton Street Plant   3:00 P.M. to 4:30 P.M.

The election will be by secret ballot and will be conducted by a representative of the National Labor Relations Board. The outcome of this election may have a great effect on the future of all of us here at Sinclair. We will be discussing this matter in more detail between now and the date of the election.

**DAVID SINCLAIR**

**RESPONDENT'S EXHIBIT 17.****Notice, November 8, 1965.****November 8, 1965****NOTICE**

As you know, Local 404 of the Teamsters Union entered into a written agreement with us last Tuesday which provided that an NLRB election would be held among *all* of our production and maintenance employees on Friday, November 19, 1965.

Notwithstanding this written agreement signed by Carmin Napoli, President of Local 404, we were advised by Napoli late Friday afternoon by telegram that Local 404 is withdrawing the Petition it filed with the NLRB and will now file a new Petition for a "smaller unit" of employees.

This latest action of Local 404 makes two things clear:

1. The Teamsters Union knows that it can not win an election on November 19th, if all of you had a right to vote. The Union realizes that a great majority of you know that you are better off without the representation offered by Local 404.
2. A written agreement with the Teamsters Union doesn't appear to mean very much, because the Teamsters will back-out on the deal if it doesn't suit them.

If Local 404 is permitted to withdraw its Petition, there will be no NLRB election on Friday, November 19, 1965. This is about the fourth time that the Teamsters Union has changed position concerning which of you it would like to represent. We don't know what the Unions next move will be, but when it occurs, we will keep you fully advised.

**DAVE SINCLAIR**

**RESPONDENT'S EXHIBIT 18.****Notice, November 9, 1965.**

November 9, 1965

**NOTICE**

On November 8th, Local 404 of the Teamsters Union filed a Petition to the National Labor Relations Board requesting an election among the following employees:

Apprentice and Journeymen Wire Weavers

All other production and maintenance employees have been excluded from this Petition. The Union has now come "full circle" in their efforts for recognition. We will keep you fully advised on all other developments concerning this matter.

DAVE

**RESPONDENT'S EXHIBIT 19.****Notice, November 29, 1965.**

November 29, 1965

**NOTICE**

As we told you in our last notice, Teamsters Local 404 realized it had no chance of winning an election if all of you had a right to vote. Therefore, it obtained permission from the NLRB to withdraw its original petition and has now filed a second petition seeking an election among our wire weavers only.

Although we still feel strongly that all of our production and maintenance employees should have the right to vote in any Labor Board election, we were advised by the Board that an election could properly be held among our wire weavers. Therefore, we finally agreed that an election could be held on Thursday, December 9, 1965, among journeymen wire weavers only. All of the rest of you have no right to vote even though the results of the election may have a serious effect upon your future at Sinclair.

Because all of you are so directly involved, even though the Teamsters Union won't let you vote, we will send you copies of any letters we may write to the wire weavers, so you may be kept fully advised.

/s/ DAVID SINCLAIR

## RESPONDENT'S EXHIBIT 20.

### Card 1

Outset—How vote—your decision—yours alone no one can threaten or coerce

Election absolutely secret, no one will know how you voted

As big a decision affecting your general future as you can make—So vote

### Card 2

Could stand and talk hours without covering corruption in Teamsters. Senator Kennedy (when Att. General) wrote a book about it. You have copies. Hope you read. Senator McClellan Chair Labor Racketeering Comm. wrote many long articles. I could talk at length about Dave Beck misusing union funds & going to jail. or Jimmy Hoffa & jail terms facing. I could but I won't. You people read the newspapers too. Perhaps you don't care. That is matter for your conscience. Never had to deal with this kind.

### Card 3

Lot more important things than who represents you Lets look at some facts: NLRB says I can't promise you anything to influence your vote. Don't worry—I promise nothing

## Card 4

New ownership has made it clear to me that they are not going to sink a bundle of money in here for fun. Sinclair must stand on its own. If we operate profitably we all keep our jobs & grow in them. If we don't none of us will have a job including me Teamsters Union has nothing to do with it. What can they do under these circumstances Can they sell a sq. ft. of wire cloth No. They will tell you that's up to management & they're right

## Card 5

Can Teamsters provide efficiency experts to show us how to cut production costs No. Same management problem, and it is history of unions to fight efficiency

## WHAT CAN THEY DO

Demand Higher Wages & expensive welfare & pension plans—which could lead to even larger losses than we have had. Can call you out on strike. You people know what it is like. You have had strike experience.

## Card 6

I don't think our new ownership will lose a minutes sleep over whether the Union threatens the Co. with a strike. They have made it clear to me that they look for profit and not a hole to pour money down. If we have to negotiate with the Teamsters & cannot reach agreement on a contract under which we can make money they could care less about the threat of strike.

## Card 7

On the other hand if we can make money they don't need the Teamsters or any other union to make them share it. They are honorable people. If they weren't we wouldn't have associated with them.

I don't think it makes a whole lot of difference to the Teamsters whether Sinclair stays in business or not. They probably feel if Sinclair closes other

*Card 8*

Cos. with whom they have a contract will pick up the business or most of it & they will be picking up the monthly dues from someone else. They don't care which sheep they shear so long as they get the wool.

**LETS LOOK FACTS STRAIGHT IN FACE!**

It makes a hell of a lot of difference to you & to me who is working. I want my job. I suppose you want yours. If you

*Card 9*

did not want your job here you would have quit long ago and gone to another plant. So lets not kid ourselves that we don't care. **WE DO CARE**

Now I would be the last one to black list you for getting another job if this plant closed by strike but the Teamsters can't guarantee you another job either.

Again **LETS LOOK AT FACTS HEAD ON.** No one likes to admit he's getting older.

*Card 10*

We're all Jack Benny's We're never going to be over 39, but we don't look that way to an employment manager

Most companies probably have a large number of applicants who are young, have better educations and certainly a lot better insurance rating than you and I. They can be hired for a lot less money. True you have experience, but it is limited to a particular small craft.

*Card 11*

I have assumed in case we are forced to shut down because of a strike that some other plant will pick up our business. This is not necessarily so. Pressure is still on from foreign wire weavers. Maybe three months from now I'll be forced to sell foreign wires if the Teamsters Union stops our production. You all know we have had to handle foreign wires in the past

*Card 12*

I don't care what the Teamsters' Union has promised you. I can't promise you anything except that I'll do my level best to keep Sinclair Co. in business and growing. That's important to Dave Sinclair because it's his job too. I have given you the facts today and by mailings as I know them

*Card 13*

to be. It's not a rosy picture for you or for me. Now the decision is up to you. Perhaps you feel I'm exaggerating or bluffing. I'm deadly serious and I'm deeply concerned. I think you people would feel I have always been honest in my dealings with you as my Dad was before me. I'm not concerned with beating a union—I'm concerned with our future.

*Card 14*

The election is secret—no one knows your vote. The fact that you may have signed a union card does not obligate you to vote for the Union. You can and should vote as you think best for yourself in the secrecy of the Labor Boards voting booth. Think it over carefully. To you and your dependents this is one of the most important elections in which you will ever vote

BEFORE THE  
NATIONAL LABOR RELATIONS BOARD

[Caption Omitted in Printing]

**TRIAL EXAMINER'S DECISION.**

**STATEMENT OF THE CASE.**

This proceeding, involving consolidated cases, was heard before Trial Examiner Louis Libbin at Springfield, Massachusetts, on October 4 and 5, 1966, pursuant to due notice. The complaint in Case No. 1-CA-5266, issued on July 22, 1966, pursuant to charges filed by the Union, named in the caption, on December 14, 1965, alleges, in substance, that Respondent engaged in unfair labor practices within the meaning of Section 8(a)(1) and (5) and Section 2(6) and (7) of the Act, (1) by refusing at all time after September 20, 1965, upon request, to bargain collectively with the Union which was the exclusive bargaining representative of the employees in a designated appropriate unit, and (2) by engaging in various specified acts of interference, restraint, and coercion. Respondent's duly filed answers denies the unfair labor practice allegations and asserts certain affirmative defenses. Case No. 1-RC-8713 arises out of a representation election conducted by the Board on December 9, 1965, timely objections to the election filed by the Union on December 14, 1965, and timely exceptions filed by the Union on February 2, 1966, to the Regional Director's Report on Objections. The Board, on March 8, 1966, ordered that a hearing be held to resolve the issues raised by the Union's objections and exceptions.

For the reasons hereinafter indicated, I find that Respondent violated Section 8(a)(1) and (5) of the Act, that there is merit to some of the Union's objections, and that

the election should be set aside. Upon the entire record<sup>1</sup> in the case, and from my observation of the witnesses, I make the following:

## FINDINGS OF FACT.

### I. THE BUSINESS OF THE RESPONDENT.

Respondent, The Sinclair Company, is a Massachusetts corporation with its principal place of business in Holyoke, Massachusetts, where it is engaged in the manufacture, sale and distribution of paper mill rolls, wires, and related products. Respondent receives materials, annually valued in excess of \$50,000, at its Holyoke plant directly from points outside the Commonwealth of Massachusetts; it also ships products, having an annual value in excess of \$50,000, from its Holyoke plant to points outside the Commonwealth of Massachusetts.

Upon the above admitted facts, I find, as Respondent admits in its answer, that Respondent is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

<sup>1</sup> I hereby note and correct the following obvious errors in the typewritten transcript of testimony:

Page	Line	Change	To
78	21	66	65
95	11	to	the
102	15	or	of
102	16	wekk	well
105	11	we	were
108	5	along	a long
111	15	buy	but
112	7	copies	companies
113	14	into	in to
116	7	this	thin
162	6	out	our
168	18	whole	hole
170	6	lon	long

## II. THE LABOR ORGANIZATION INVOLVED.

The complaint alleges, the answer admits, the record shows, and I find, that General Teamsters, Chauffeurs, Warehousemen & Helpers, Building Materials, Heavy & Highway Construction Employees, Local No. 404, an affiliate of International Brotherhood of Teamsters, the Charging Party herein called the Union or Local 404, is a labor organization within the meaning of Section 2(5) of the Act.

## III. THE UNFAIR LABOR PRACTICES AND OBJECTION TO ELECTION.

### A. INTRODUCTION; THE ISSUES.

The Union began organizing Respondent's employees in July 1965.<sup>2</sup> By letter dated September 20, the Union informed Respondent that it represented a majority of Respondent's journeyman wire weavers and apprentices, and requested recognition and a meeting to negotiate a collective-bargaining agreement. At that time, the Union had signed authorization cards from 11 of Respondent's 14 journeymen wire weavers. The Respondent employed no apprentices. By reply letter dated September 28, Respondent refused the Union's request for recognition on the asserted grounds that it doubted the Union's claimed majority status, the appropriateness of the unit, and the reliability of authorization cards to prove majority status. Upon the filing of a representation petition by the Union on November 8, the Board, pursuant to a consent election agreement, conducted an election among Respond-

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<sup>2</sup> Unless otherwise indicated, all dates hereinafter mentioned are in the year 1965.

ent's journeymen wire weavers on December 9; of the 13 ballots cast among the 14 eligible voters, the Union was defeated by a vote of 7 to 6. Meanwhile, during the period from July up to and including the day before the election, Respondent's President Sinclair addressed the employees through a series of speeches, letters, pamphlets, and individual talks, to induce them to reject the Union as their collective-bargaining representative.

The principal issues in this case are (1) whether the speeches, letters, pamphlets, and individual talks of President Sinclair, either separately, or in their totality, constituted interference, restraint and coercion violative of Section 8(a)(1) of the Act;<sup>3</sup> (2) whether, by so much of the foregoing conduct which occurred after the filing of the representation petition, the Respondent interfered with the employees' exercise of a free choice in the election of December 9 so as to warrant setting aside the election; and (3) whether Respondent's refusal to bargain with the Union was motivated by a good-faith doubt with respect to the requested unit and the Union's majority status therein.

#### B. BACKGROUND.

The Sinclair Company was founded by President David H. Sinclair's father in 1925. From 1933 until 1952, the American Wire Weavers Protective Association, herein sometimes called the AWWPA, represented Respondent's journeymen wire weavers and apprentices and had contracts covering this unit on a national basis. President

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<sup>3</sup> Also in issue is whether Respondent violated Section 8(a)(1) of the Act by the conduct of Superintendent William Seavey, an admitted supervisor, in allegedly attempting to cause the South Hadley American Legion Post to deny the use of its meeting hall to Respondent's employees for a union organizational meeting.

David Sinclair began working for Respondent on a full time basis in 1947, and, until 1952, was Respondent's representative in the contract negotiations with AWWPA for the journeymen and apprentice wire weavers, which negotiations were held on an industry-wide basis in Cleveland and New York. In 1952, Respondent's plant was closed for about 12 or 13 weeks as a result of a strike called by AWWPA. The strike terminated in September 1952, when the plant was reopened without a union contract on the basis of Respondent's last offer to the AWWPA. Respondent had no further dealings with AWWPA which thereafter "faded out" and no longer represented any of Respondent's employees. From the termination of the strike in 1952 until the Union began its organizational efforts in July 1965, Respondent's employees were not represented by any union.

In 1963, Respondent opened a weaving plant in Florence, Mississippi, which was known as the Sinclair Wire Works. Gary Brunault, a member of the Union's employee organizing committee in July 1965 but no longer employed by Respondent at the time of the instant hearing, testified that sometime in the summer of 1963 he went to President David Sinclair's office and asked for a raise, that Sinclair stated that the Company could not afford one, that Brunault stated that the good thing about a union is that you could negotiate for a raise with power, and that Sinclair replied that there would not be a union at Respondent's plant so long as he was president and that if Brunault did not like the conditions he knew where the door was. President Sinclair remembered an occasion

made the other statements attributed to him by Brunault. Although Brunault testified that the conversation lasted about 20 minutes, he could not remember anything else that was said. President Sinclair impressed me as a forthright and candid witness. I was not favorably impressed by Brunault. Under all the circumstances, I do not credit Brunault's disputed testimony and credit Sinclair's denials.

In 1964, the Lindsay Wire Weaving Company of Cleveland, Ohio, herein sometimes called Lindsay, acquired 100 percent of the stock of Respondent, which then became a Division of Lindsay. Respondent's Florence, Mississippi, plant at that time also became part of the Lindsay operation which, in addition, consisted of plants in Cleveland and Mentor, Ohio. However, David Sinclair continued as, and still is, president of Respondent.

### C. INTERFERENCE, RESTRAINT, AND COERCION.

President Sinclair first learned of the Union's organizational campaign in the early part of July when he was informed by some employees, and was given a copy, of the leaflet and attached authorization card mailed to the homes of employees. From that time until the day of the election, President Sinclair, through a series of speeches, letters, pamphlets, and talks with individual employees, engaged in a campaign to induce the employees to reject the Union as their collective-bargaining representative.

1. The facts.<sup>4</sup>(a) *The July speech.*

Early in July President Sinclair talked to all the employees in separate groups concerning the Union's organizational drive. He had no written speech and used no notes. His speech to the wire weaving group, which lasted about 10 to 12 minutes, is the only one concerning which Sinclair testified as follows:

When he talked to the weaving department, which included the wire weavers, he told them that he was "going to be blunt" with them because he knew that the union organizing campaign started in their department. He told them that "I was disappointed" that they were considering getting a union into the plant "because they had union experience, that the last union [with which] we had had dealings in our wire weaving group had a strike of a good many weeks' duration and that most of the people there could well remember that had almost put our company out of business at that point and that I was disappointed to see that some of what I considered to be lessons of the past weren't living with them any more." He spoke of the Company's financial condition, indicating that ever since the last strike the shop has been running on "thin ice"; pointed out that "strikes were initiated by unions" and not "by any act of the Company"; emphasized that if the Company could not agree to the Union's demands, "the union's only weapon is a strike"; and pointed out that, while he did not intend to close, a strike "could lead to the closing of the plant." Sinclair also told the group that the wire weavers craft was a small one, that it would be difficult for

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<sup>4</sup> Unless otherwise indicated, the factual findings in this section are based on evidence which is either admitted or undisputed.

them to find other jobs because it was not like finding a job as a machinist, that many of them did not have the education, which would make it difficult for them to find another job, and that many of them were getting too old to go out and find new jobs.

He further told the men that he did not have a great deal of respect for the Teamsters, that he had read a great deal about their leadership, and that this was not the kind of an organization that he would like to deal with. He also stated that "there were inequities in our method of compensating or paying the weaving shop," that he had been concerned with this for a long time, that "if I was involved with negotiations I would certainly correct this," and that "by correcting these it would mean that I would negotiate down in the instance where these things would correct themselves in that direction as well as up in other directions."

He told the group that "we had basically been given a second chance in the chance to grow through our merger with Lindsay," that "we had to earn our own way," and that he "hoped that we would be able to reach a point where we would put in new and more modern equipment than we had to make everyone's job better, but that certainly the Lindsay Company was not going to pour money into this if we were not making a profit." He also told them that "we had a very sad experience with a union before, which they knew of, and that he did not want to get into the position" where the Union would strike the Company when it could not meet the Union's demands, with the resultant possibility of the plant closing, adding that the last thing he wanted was a closed plant.

Sinclair further told the group that he did not feel that Lindsay needed the production equipment in Respond-

ent's weaving department to meet the total needs for wire cloth of the entire organization, that he did not think "the Lindsay organization was going to be concerned" if "through contract negotiations with a union our people went on strike," that a strike could close Respondent's plant and nothing would prevent Lindsay from having Respondent's weaving work done at Lindsay's plant in Ohio or Mississippi. He also stated that Respondent was subject to foreign competition and that it was conceivable that if the plant was closed, under any circumstances, that some of the work would go to foreign companies and that Respondent had handled foreign wires in the past. He pointed out that all they had to do was to look around Holyoke if they thought a strike could not close Respondent's plant.<sup>5</sup>

(b) *The November 2 letter*

On November 2, President Sinclair mailed to all employees a letter bearing that date and addressed "To All

<sup>5</sup> The above findings are based on the credited testimony of President Sinclair. Richard Bougie, the only other witness who testified to the content of Sinclair's speech, testified as a witness for the General Counsel that Sinclair also stated during the course of his talk that "if we attempted to bring in a union at this time that Lindsay was sure to close," and that "if he was instructed to negotiate a contract he would negotiate down and not up." Sinclair denied having made these statements. With respect to the first statement, Bougie testified that he was "reasonably sure" that Sinclair said it; he then added that it was "probably not in those words." He either did not know or could not "recall" what Sinclair said on most of the other subjects. Although the General Counsel called as witnesses 10 of the weavers who were employed at the time of Sinclair's speech, he adduced no testimony from them or from any other witness in corroboration of Bougie in this respect. Under all the circumstances, I am convinced that Bougie's testimony merely reflects his impression of what Sinclair said; I do not credit Bougie's testimony that Sinclair in fact made the above statements attributed to him, and credit Sinclair's denials in this respect.

Employees." The letter informed the employees that the pending Labor Board election "raises a number of questions which should be answered." Then, in answer to hypothetical questions raised by Sinclair, the letter states, among other things, that "there is nothing that the Teamsters or any other Union can offer you which will in any way increase your job security under the circumstances existing at this plant" (page 2), "We are still on 'thin ice,'" and that "it just doesn't make sense for us to meet unreasonable Union demands which will result in further losses and eventually the necessity of closing the plant" (page 3).

(c) *The November 5 letter*

This letter from President Sinclair is dated November 5 and is also addressed "To All Employees." President Sinclair testified that this letter was mailed to all employees on that date or a few days thereafter. In this letter Sinclair reviewed the Company's "poor earnings history," and emphasized that the "new ownership is interested in profits and not pressure. They have no ties with Holyoke or Massachusetts. If a dollar invested here can't earn as much as a dollar invested in Mississippi or Ohio, or somewhere else, you can be sure that their dollars are going to go where they can earn the most pennies" (page 2). Contrasting what the Union would do, he stated that "the Teamsters Union promises you a lot, but what can they deliver except pressure—the threat of a strike?" He then stated that "I do not believe the threat of a strike will cause the new owners any loss of sleep. However, a long strike would be bad for me because I would like to remain in Holyoke. I have pride in the Sinclair family and

would like to see the plant modernized, expanded and prosper" (page 2).

• (d) *The November 22 letter and book entitled, "The Enemy Within"*

By a covering letter dated November 22 and addressed "To All Employees," Sinclair enclosed "a copy of the book written by Senator Bob Kennedy entitled, 'The Enemy Within'"; informed the employees that "this book is the experience of Senator Kennedy when he was Attorney General of the United States and investigating racketeering aspects of the labor movement in the United States"; and urged them to "take the time to read it."

• (e) *The undated November pamphlet*

It was stipulated that this pamphlet was sent by President Sinclair, as it is addressed, "TO ALL WIRE WEAVERS" about 2 to 3 weeks before the December 9 election.

Page one shows a Teamster picket in front of the Respondent's plant with the question "Who would buy the Groceries \* \* \* while you walk the Teamsters picket line?" A heading in bold red letters on page two asks, "Do you want another 13-week strike?" Another paragraph on page two has the underscored heading "*No changes at this time,*" and states:

During a union organizing campaign an employer is prohibited by law from making any changes in wages or other benefits which could induce any employee to change his mind on how he will vote. Because of this rule, we are unable to discuss wages with other groups of our employees whom the Union does not wish to represent at this time.

Other paragraphs on page two point out that "the Union has only one weapon with which it can try to make good its big campaign promises to the Wire Weavers. That weapon is a strike. We had a 13-week strike in the Wire Weaving Department in the early 1950's. The Wire Weaving Department was closed \* \* \* We have no doubt that the Teamsters Union can again close the Wire Weaving Department and the entire plant by a strike. We have no hopes that the Teamsters Union Bosses will not call a strike \* \* \* The Teamsters Union is a strike happy outfit \* \* \* Unions sometimes call strikes as a 'face-saving' gesture."

On page three there appear the statements that "you have an equal right to refuse to strike and to come through the Union's picket line. This might be very rough for a while. The Teamsters Union is notorious for its picket line violence." Following these remarks is a cartoon showing Respondent's plant closed down with a "Sinclair" flag flying at half mast and the statement in red letters next to the cartoon, "The 'Closedest' Closed Shop In Town."

Towards the end of page three, the Respondent states that the Teamsters Union Organizers "obviously" cannot make good on their promises, and asks, "how long a strike can you afford?" This appears near a cartoon of a "closed shop worker" with his empty pocket labeled "IBT Was Here."

The entire last page contains the admonition, in bold red and black letters, to "VOTE RIGHT AVOID STRIKES," followed by an X in a square with the word "No" over the square.

(f) *The November 30 letter*

In this letter, addressed to "ALL WIRE WEAVERS," President Sinclair again reminds the employees of the long

strike 15 years ago when Respondent was "virtually out of business" and the plant was "reopened on a non-union basis." He then warns that "a strike can still close the Holyoke plant, but other plants can pick up the work," and that the new ownership "is interested in profits and not pressure." He then points out that the "Teamster Union" cannot do anything "to improve our profit position," but can only make "big" demands "which the Company cannot meet" and then "call you out on strike" because "a strike is a Union's only weapon" to enforce its "big" demands. He then asks, "can you afford a long strike" "when you know the Holyoke plant has been given a second chance to stay in business and furnish jobs for all of us?"

(g) *The December 1 letter*

In the December 1 letter, addressed "TO ALL WIRE WEAVERS," Sinclair devotes three pages to informing the employees that the Teamsters Union is involved with "serious crimes," "racketeering," "hoodlum domination," "shocking misdeeds," "goon squads," "threats to run down children," and "unlawful acts." He then warns that "if the Teamsters Union wins this election, it will be very difficult for you to get another election to vote it out." He then concludes with the admonition that "A 'No' vote is a vote *against* surrendering your rights to the Bosses of the 'Hoodlum saturated' Teamsters Union" while "A 'yes' vote is a vote to become a part of them."

(h) *The December 7 letter*

This is a four page letter or handbill, dated December 1, from President Sinclair "TO ALL WIRE WEAVERS," and entitled "LET'S LOOK AT THE RECORD." The first page

contains a large cartoon, showing that certain named companies lie buried in a graveyard with the Teamster Union about to bury the Sinclair Company. The letter opens with the statement that "the Holyoke-Springfield industrial graveyard is filled with Companies which died under union pressure," and warns that before deciding how to vote in the December 9 election "every WIRE WEAVER in this plant would find it profitable to visit a few of the sites of once prosperous companies in the Holyoke area." Page two lists the names of companies which closed down, with number of jobs lost, and points out that "these companies needed higher production and better quality to meet stiffer competition. The 'union doctor' gave them bloodletting strikes, restricted production and higher labor costs. The result, as you can see as you look around you, was the death of these companies." Sinclair then states in part, that "whatever your feelings about unions may be, these facts exist! Factories are gone! Jobs are gone!" (Page 2). He asks, "what facts do you have which would lead you to believe that a hoodlum dominated union, like the Teamsters, can give you real job opportunity at the Sinclair Company?" (Page 2). He then warns that "against a background such as ours, your dreams of 'union miracles' can be dangerous to your real job security," and urges that "before making your decision, drive past a few of the vacant plants where business died," assuring that "it will not be a pleasant drive but it could be a very informative one for you" (page 3). At the bottom of page 3, in bold black letters, appears the slogan, "VOTE RIGHT, AVOID STRIKES," with an X in a square and the word "no" over the square.

Page four contains the names and pictures of five plants which closed down, with statements such as: "Re-

member When These Plants FURNISHED Jobs To Area People?" \* \* \* "Unions Furnished No Job Security Here!" \* \* \* "Death Along The River" \* \* \* "So Quiet Today."

Sinclair admitted at the instant hearing that he had no objective basis for stating that a union had anything to do with the closing of these plants.

(i) *The December 8 leaflet*

The parties stipulated that this leaflet was handed out to the unit employees (wire weavers) on December 8 by President Sinclair at a company meeting. One side of this leaflet refers to the convictions of Teamsters International officials and to the "Hoodlum" and "Racketeer" domination of the Union. The other side repeats the slogan to "VOTE RIGHT, AVOID STRIKES" and enumerates what a "No" vote will do, such as "never called a strike" and "never cost you a single day's pay" or "a cent of your paycheck." It concludes with the indication that a "No" vote will "protect yourself" and "protect your family."

(j) *The December 8 speech*

President Sinclair delivered a speech to the unit employees (wire weavers) at 1:30 p.m. on December 8, in the presence of the weave shop foreman. This time he talked from notes which he had before him. Many of the things he said were admittedly a repetition of what he had previously stated in his July speech. He opened his speech by referring to the corruption in the Teamsters and the conviction of some of its officials. Among the statements admittedly made by Sinclair were, in substance, the following:

The Lindsay Company has made it clear that they want to make a profit in Holyoke at Sinclair and will not sink a bundle of money in Sinclair "for the fun of it"; if the Sinclair Company does not make a profit on its own, there was nothing to prevent Lindsay from having the work done at its facilities in Mississippi or Ohio; we have been operating on "thin ice"; the Teamsters Union can only demand higher wages and expensive welfare and pension plans which could lead to even larger losses, and can call you out on strike; we could not accede to unreasonable demands; the Union's only weapon is a strike; a strike could lead to the closing of the plant; the weaving production at Sinclair was not a necessity to the success of the total operation of the Lindsay organization because Lindsay had other facilities where the material could be woven; he did not think the Lindsay organization was going to be concerned about the threat of a strike; we were still subject to foreign competition and it was perfectly conceivable, if under any circumstances the plant should close, that some of this work could go to the foreign wire companies; we had to handle foreign wires in the past; the Teamsters cannot guarantee you another job if the plant should close because of a strike; it made no difference to the Teamsters whether or not Sinclair stayed in business; the Teamsters might feel that other companies with whom they had contracts would pick up our lost business; "they don't care which sheep they shear so long as they get the wool"; "it makes a lot of difference to me who is working"; I "want my job and I suppose that you want your job"; the wire weavers had a skilled trade which had limited use; "we are all Jack Benny's," with no one admitting that he is getting older; some of the wire

weavers were over 60 years old, which is a difficult time in life to start over again; "most companies probably have a large number of applicants who are younger and better experienced," with "a lot better insurance rating," who "could be hired for less money"; "I am giving you the facts today and by my mailings previously"; "I am not concerned with beating a union," but "I am concerned with our future."

At the end of his talk, he asked if any of the employees would like to ask questions. No questions were asked.<sup>6</sup>

(k) *Individual employee talks*

President Sinclair admitted that during the period from July to the date of the election on December 9, he talked to about 10 of the 14 wire weavers in the unit, individually, in the weave shop where they worked. He admitted that on these occasions he told the individual employee that he would like to talk to him about the Union, asked if the employee had any questions concerning President Sinclair's position and the Company's feeling about the matter, and stated that he would answer any such questions if he could. Some of the employees asked questions which he attempted to answer. These questions "included some of the matters that were in my talk to the group in July."

The record contains the specific content of only one of these conversations. In the latter part of September or the first part of October, after Sinclair had been informed by the Union in a letter dated September 24 that Richard Bougie, a wire weaver, was appointed a member of the Union organizing committee, President Sinclair came to

<sup>6</sup> The findings concerning the December 8 speech are based entirely on Sinclair's testimony and Respondent's Exhibit No. 20

Bougie's work place and asked what Bougie expected to get out of the Union, adding that "I realize that you are sold on this idea and I am here to try to unsell you." Bougie replied that he would like to see job security, seniority rights, and possibly a pension plan. Sinclair mentioned the things he liked such as a health and accident plan, stated how much these things would cost, and explained that he could not afford them.<sup>7</sup>

## 2. Concluding Findings.

I am convinced and find that the series of letters, pamphlets, leaflets, and speeches from and by President Sinclair, hereinabove described, taken together and considered as a whole, reasonably tended to convey to the employees the belief or impression that selection of the Union in the forthcoming election could lead Respondent to close its plant, or to the transfer of the weaving production, with the resultant loss of jobs to the wire weavers. I reach the same conclusion and make the same finding based only on the totality of so much of the foregoing as occurred after November 8, the date on which the Union filed its representation petition, particularly when considered in the light of the letters and speech which preceded that date as background.<sup>8</sup> By the foregoing conduct, Respondent in each case interfered with, restrained, and coerced the employees in the exercise of their rights guaranteed in Section 7 of the Act and thereby violated Section 8(a)(1) of the Act.<sup>9</sup>

<sup>7</sup> The findings as to this conversation are based on the credited testimony of Bougie. Sinclair did not deny Bougie's testimony in this regard.

<sup>8</sup> Cf. *Dee's of New Jersey, Inc.*, 161 NLRB No. 18.

<sup>9</sup> See, e.g. *Miller-Charles & Co.*, 146 NLRB 405, *affd.* 341 F. 2d 870 (C.A. 2); *Harvey Aluminum*, 156 NLRB No. 115; *Supre-*

Sinclair admitted that his company had made a small profit in 1965, that the Charging Union in this case, Local No. 404, had never made any demands at all upon Respondent, and that he had no basis for concluding that this Local or its leaders were in any way connected with racketeering or hoodlums or picket line violence. But the message which the foregoing preelection campaign, even after November 8, reasonably tended to convey to the employees was that if they selected this Union as their bargaining representative, a strike would be inevitable because the Union would make excessive demands which Respondent would refuse to meet, that a strike could lead to the closing of the plant or the transfer of the weaving production to Lindsay's other facilities, and that the wire weavers would then lose their jobs and find it difficult to get other jobs because of their age and limited craft skills.

The General Counsel further contends in his brief that certain specific statements in the July speech and subsequent letters and the individual talks with the 10 unit employees, each independently constituted a violation of Section 8(a)(1) of the Act. In view of my previous findings concerning Respondent's violation of Section 8(a)(1), I deem it unnecessary to consider and to pass upon these contentions.

#### D. THE ALLEGATION CONCERNING THE RENTAL OF THE AMERICAN LEGION HALL

Paragraph 14(c) of the complaint alleges: "Respondent, by its supervisor and agent, William Seavey, during

*nant Mfg. Co.*, 144 NLRB 507, 510-511, *enfd.* 341 F. 2d 756, 761 (C.A. 6); *Ideal Baking Company*, 143 NLRB 546; and *Kolmar Laboratories, Inc.*, 159 NLRB No. 74, and cases cited in footnote 3.

the month of November 1965 or the first part of December 1965, in the Holyoke or South Hadley, Massachusetts area, attempted to cause the officers and/or managing agents of the American Legion Post organization not to allow its employees to use the American Legion Post facilities located at South Hadley, Massachusetts for the purpose of holding a union organizational meeting, and said Legion Post has officers and members who are employees of the Respondent, in order to interfere with, restrain and coerce the employees in the exercise of their rights guaranteed in Section 7 of the Act."

William Seavey is employed by Respondent as superintendent of the Machine Division and is admitted to be a supervisor and agent of Respondent. During the past 10 years, Seavey has been a member of the American Legion Post 260, headquartered in a building owned by the Legion Post and located about one-half to three quarters of a mile from Respondent's plant. At one time or another, Seavey has held every position with the Legion Post; in November 1965, he was the Chaplain, a member of the Board of Directors, and the President of the Board of Trustees.

Seavey has been a member of the Board of Directors since the time when he was the moving force in the purchases of the Legion Post building in 1959 or 1960. During his stewardship and because of his efforts, the membership of the Post had risen to 176 but had fallen to 140 or 150 in November 1965. Seven of the members were employed by Respondent, including Post Commander Nadeau and President Sinclair.

The top floor of the Legion building is rented from time to time to other organizations, and was regularly rented for the monthly meetings of labor organizations which represented employees at two area companies. Al-

though this hall was never rented by Respondent, a going away party for two of Respondent's employees was held there in 1963, attended by Seavey and President Sinclair, and a retirement party for one of Respondent's employees was held there in 1965, attended by President Seavey. Respondent has an Employee Association which takes care of this type of function.

During the time material herein, the manager of the building was Harold Geisler, who was also on the Board of Directors but was not an employee of Respondent. The steward was Richard Meta, who was also employed there as the bartender. The Board of Directors consisted of 14 members. There are two Trustees who have the authority with respect to the upkeep and maintenance of the building. When a question arises regarding the use of the building, the Board of Trustees will meet and pass upon it. Either a member will leave a note for the Manager regarding a proposed rental or the Manager can arrange the rental. The Board of Trustees acts officially in rental matters only when a problem arises, and this does not occur in more than one case out of a hundred.

In November 1965, Post Commander Nadeau, who was employed by Respondent as a truckdriver, asked Seavey if he knew that Respondent's employees were attempting to rent the Legion Hall for a union organizing meeting. It was Nadeau's practice to request Seavey's opinion on all matters pertaining to American Legion business. Seavey replied that he had heard about it but had not heard anything official. Nadeau asked Seavey what he thought about it. Seavey replied that he "didn't like it," stating that President Sinclair and five other employees of Sinclair were members of the Post and that he "didn't think it was right."

A few weeks later, Seavey was approached by two members of the Legion Post's Board of Directors, Geissler and Petri, concerning the hall rental for the proposed union meeting. Geissler was also the manager of the Legion Post. Seavey stated that he would rather not discuss the matter at the bar, and they moved to an adjoining room. The bartender or steward informed them that "one of the boys" gave him a \$10 down payment for the use of the hall. All three expressed surprise, and this was the first time Seavey obtained any real information about the matter. Geissler and Petri asked Seavey how he felt about it. Seavey replied that he didn't like it, that there would be conflict with members that were in the shop, that the Legion had worked hard for members, that he had tried to build the Post up and that he had brought seven members in from Sinclair, that he didn't want to use the Legion Hall as grounds for an argument, and that he would prefer that the meeting be held somewhere else, on neutral grounds.

No meeting of the Board of Directors or of the Trustees was held; nor did Seavey request such a meeting, although he was a member of both Boards. Seavey gave no instructions to the Steward or to the Manager concerning this matter; nor did he mention it to President Sinclair or any other agent or supervisor of Respondent. However, as a result of this matter involving the rental of the hall to Respondent's employees for union organizational meetings, Seavey resigned as president of the Board of Trustees before his term had expired.

Upon consideration of all the foregoing, I find that Respondent did not violate Section 8(a)(1) of the Act by the above-described conduct of Superintendent Seavey.

### E. OBJECTIONS TO ELECTION.

An election was conducted by the Board in a unit of Respondent's journeymen wire weavers on December 9, 1965. As previously noted, the Union lost the election by a vote of 7 to 6. Thereafter, timely objections and exceptions were filed by the Union, and the hearings ordered by the Board was for the purpose of resolving the issues raised thereby. The hearing was consolidated with the hearing in the unfair labor practice case.

It is well settled that the Board will consider only conduct which occurred after the date of the filing of the petition as a basis for objections to an election.<sup>10</sup> In this case, the petition was filed on November 8, 1965. As I have previously found, the series of letters, pamphlets, and leaflets, and the December 8 speech, from and by President Sinclair after November 8, taken together and considered as a whole, particularly in the light of his letters and speech which preceded that date as background, violated Section 8(a)(1) of the Act because they reasonably tended to convey to the wire weavers the belief or impression that selection of the Union in the forthcoming election could lead Respondent to close its plant, or to the transfer of the weaving production, with the resultant loss of jobs to the wire weavers. I further find that the aforementioned conduct also interfered with the exercise of a free and untrammelled choice in the election involved here. See *Dal-Tex Optical Company, Inc.*, 137 NLRB 1782, 1786-1787. Accordingly, I find that the Respondent's conduct deprived the employees of their right to express a free choice in the election. I therefore find merit in, and sustain the, objections num-

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<sup>10</sup> *Goodyear Tire & Rubber Co.*, 138 NLRB 453.

bered 1, 2, and duplicate 2, and recommend that the election of December 9, 1965, be set aside.

Moreover, assuming, *arguendo*, that Respondent's above-described conduct is not found to be violative of Section 8(a)(1) of the Act, I nevertheless recommend setting the election aside. It is clear that Respondent's entire pre-election campaign after November 8 generated an atmosphere of fear of economic loss which completely polluted the free atmosphere which is indispensable to a valid election and tended to foreclose the possibility that the election issues will be decided on the basis of the employees' judgment as to whether the Union will be able to represent them effectively in light of existing economic conditions.<sup>11</sup>

#### F. THE REFUSAL TO BARGAIN.

##### 1. The appropriate unit and the Union's majority status therein.

The complaint alleges, the answer admits, and I find, that all journeymen wire weavers of Respondent employed at its Holyoke, Massachusetts, plant, exclusive of all other employees, all production and maintenance employees, service employees, office clerical employees, guards and all supervisors as defined in Section 2(11) of the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

The parties stipulated to the names of the employees in the appropriate unit at all material times herein, which consisted of a total of 14 employees; they further stipulated that the same 14 named employees were the only ones

<sup>11</sup> See e.g., *Ideal Baking Company*, 143 NLRB 546, 553; *General Industries Electronics Co.*, NLRB 428; and *Brunswick Corp.*, 147 NLRB 1139.

employed in the unit by Respondent during the period from July 6 through December 9, 1965. The General Counsel introduced into evidence Union authorization cards signed in July 1965, by 11 of the 14 employees in the appropriate unit. At the hearing, but no longer mentioned in his brief, counsel for Respondent objected to the cards signed by Gary Brunault, Victor Goulet, and William Dean. He affirmatively stated that he had no objections to the cards signed by the other eight employees, thus conceding that in July, 1965, the Union had valid authorization cards signed by a majority of the employees in the appropriate unit.

The objection to the card signed by *Brunault* was on the alleged ground that the date was not properly authenticated. His cards bears the date of 7-20-65. Brunault credibly testified that he received the Union card at his home by mail about July 6 or 7, 1965, that he filled it out and signed it at home but did not date it, that he then put it in his shirt pocket and later mailed it when he got to a mailbox. He further credibly testified that to the best of his recollection it was July 8 when he filled it out and signed it. The card bears a United States postal stamp of July 9. Brunault explained that someone must have put the date on the card after it was received by the Union. I find that Brunault signed the card between July 6 and 9, 1965, and that this is a valid authorization card for the purpose of determining the Union's representative status.

The objection to the card signed by *Goulet* was on the alleged ground that Goulet could not testify positively concerning the facts in connection with the card. Goulet credibly testified that he signed the card on July 7, and that he filled it out himself, including the date. I find no merit in Respondent's objection, and find this to be a valid

authorization card for the purpose of determining the Union's representative status.

The objection to the card signed by *Dean* was on the ground that he allegedly did not voluntarily mail the card or deliver it to the Union. Dean credibly testified that he received the card in the mail, that he signed it at home, that he had read it before signing it, that he then placed it on his bureau because he wanted to think it over for "a little while," and that the next day his wife told him that she had his son mail it. He further credibly testified that, although he had not authorized his wife to mail it, he did nothing thereafter to try to get his card back or to revoke his authorization. I find this card to be a valid authorization card for the purpose of determining the Union's representative status.

It thus appears that a clear majority of the employees in an appropriate unit had validly designated the Union as their bargaining representative when the Union made its demand on September 20, 1965, for recognition and bargaining. While a Board election is normally the best method of determining whether or not employees desire to be represented by a bargaining agent, where, as here, an employer engages in unfair labor practices which make impossible the holding of a free election,<sup>12</sup> there is no alternative but to look to the signed authorization cards as the only available proof of the choice employees would have absent the employer's unfair labor practices.<sup>12</sup> To the extent that the election revealed a loss of Union support, such loss must be found attributable to the Respondent's unfair labor practices. I find that at all times on and after Sep-

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<sup>12</sup> *Bryant Chucking Grinder Company*, 160 NLRB No. 125 (pp. 5-6).

tember 20, 1965, the Union has represented a majority of the employees within the appropriate unit and has been, and still is, the exclusive representative of all the employees within said unit for the purposes of collective bargaining within the meaning of Section 9(a) of the Act.

## 2. The request and refusal.

By letter dated September 20, 1965, from Union President Carmin Napoli and addressed to Respondent's President Sinclair, the Union advised that "the majority of your journeymen-wireweavers and apprentices at your Holyoke, Massachusetts, location have designated this Local Union, an affiliate of the International Brotherhood of Teamsters, as their collective bargaining representative"; requested "recognition as the exclusive bargaining representative of the aforementioned Employees" and a "meeting, as soon as possible, for the purpose of negotiating a collective bargaining agreement covering wages, hours and other conditions of employment"; and offered "to submit signed authorization cards of your Employees to a neutral party, mutually agreed upon, and to allow the third party to compare these cards with your present payroll" if "you have any doubt as to our representing a majority of your employees in the above described bargaining unit." The letter concluded with the statement that "we would appreciate hearing from you on this matter at your earliest convenience." President Sinclair admitted receiving this letter and replying by a letter dated September 28, 1965. The reply letter acknowledged receipt of the above-described letter of the Union; stated that "your request for recognition is denied (a) because the Company has a good-faith doubt that Local 404 of the In-

ternational Brotherhood of Teamsters represents an uncoerced majority of its weaving department employees, (b) because as stated by NLRB Chairman McCullough, authorization cards are unreliable as a means for determining a Union's majority status, and (c) because the Company expects that there will be questions concerning the appropriate bargaining unit which should be determined by the Board"; and suggested "that Local 404 follow the election procedures established by the Board." The Union admitted receiving this letter.

### 3. Respondent's contentions and concluding findings.

Sinclair testified that "I was not at all sure that they represented a majority of the employees because I didn't actually know exactly what they were talking about as far as bargaining unit is concerned." He further testified that he was questioning the appropriateness of the requested bargaining unit of journeymen wire weavers and apprentices because "we had no apprentices at that time" and "I did not know what was meant by an apprentice." I find this argument to be specious. Sinclair very well knew what an apprentice wire weaver was. He admitted that Respondent had in the past employed wire weaver apprentices, that it had not been unusual for a wire weaving department to employ both journeymen and wire weaver apprentices, that the only union which ever represented any of Respondent's employees represented the journeymen wire weavers and apprentices, and that many of the journeymen wire weavers employed by Respondent during the period from July through December had started as apprentices and had served their apprentice years with Respondent. He further admitted that the helpers em-

ployed in the weaving department "to assist the weavers in the various operations of setting up and removing cloth" are not apprentices. Sinclair admittedly made no effort to ascertain to whom the Union was referring by the category of apprentices. He knew that he had no apprentices in his employ at that time and that there were only 14 journeymen wire weavers employed. In the latter part of November, Respondent entered into a stipulation that its journeymen wire weavers constituted an appropriate unit. I find that Respondent did not have any good-faith doubt as to the composition of the bargaining unit which the Union claimed to represent<sup>13</sup> or that such unit was appropriate for collective bargaining purposes even if Respondent at that time employed no apprentices. Moreover, a good-faith, but erroneous, belief that a unit is inappropriate is no defense to a refusal to bargain.<sup>14</sup>

As previously noted, the Union's bargaining request of September 20 and the representation petition which it filed on November 8, covered a unit of journeyman wire weavers and apprentices. However, as Respondent employed no apprentices, the stipulation which the parties executed in the latter part of November and the instant complaint covers a unit only of journeyman wire weavers as an appropriate unit. Counsel for Respondent contends in his brief that there was no bargaining request in a unit confined solely to journeyman wire weavers and that there is a fatal variance between the unit requested and the unit for which it is alleged Respondent unlawfully refused to

<sup>13</sup> See, e.g., *Ivy Hill Lithograph Co.*, 121 NLRB 831, 835.

<sup>14</sup> *Tom Thumb Stores, Inc.*, 123 NLRB No. 833; *United Butchers Abattoir, Inc.*, 123 NLRB 946, 957; *Southern Paint Co., Inc.*, 156 NLRB No. 2 and cases there cited; and *Owego Street Supermarkets, Inc.*, 159 NLRB No. 139.

bargain. I find no merit in this contention. I find that there is no substantial variance in the units and that the Union's bargaining request was a valid request for bargaining in the unit to which the parties subsequently stipulated and herein found appropriate.<sup>15</sup>

Nor do I find any merit in Respondent's contention that it had a good-faith doubt of the Union's majority representation claim. Sinclair testified that this doubt was based on his "personal feeling." As previously found, after the Union's bargaining request, Respondent engaged in a coercive course of conduct designed to induce the employees to abandon their support for the Union and which dissipated the Union's majority status and prevented a free choice in the subsequent election. Such conduct gives rise to the inference, which I herein make, that Respondent's refusal to bargain on and after September 20, 1965, was not motivated by any good-faith doubt as to the Union's majority status in an appropriate bargaining unit but was instead motivated by a desire to gain time within which to dissipate that majority status. *Joy Silk Mills, Inc. v. N.L.R.B.*, 185 F.2d 732, 737, 741 (C.A.D.C.), cert. denied 341 U.S. 914. By such refusal, Respondent violated Section 8(a)(5) and (1) of the Act.<sup>16</sup>

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<sup>15</sup> See e.g. *Edwards Fields, Inc.*, 141 NLRB 1182, 1195; *Mid-West Towel & Linen Service, Inc.*, 143 NLRB 744, 752; *Sabin Vending Co., Inc.*, 147 NLRB 1010, 1011; *Hamilton Plastic Molding Co.*, 135 NLRB 371, 373; *Galloway Mfg. Corp.*, 136 NLRB 405; *Gotham Shoe Mfg. Co.*, 149 NLRB 862, 873; and *Fleming & Sons of Colorado, Inc.*, 147 NLRB 1271, 1273.

<sup>16</sup> I find no merit in the procedural contention of counsel for Respondent that the 8(a)(5) allegation in the complaint is defective because it fails to contain an affirmative allegation that Respondent did not have a good-faith doubt of the Union's majority status when it refused its request for recognition and bargaining. While the burden is on the General Counsel to establish affirmatively that a good-faith doubt of majority was not the

#### IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE.

The activities of the Respondent set forth in section III, above, occurring in connection with the operations of the Respondent described in section I, above, have a close, intimate, and substantial relation to trade, traffic and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

#### CONCLUSIONS OF LAW.

1. All journeymen wire weavers of Respondent employed at its Holyoke, Massachusetts, plant, exclusive of all other employees, all production and maintenance employees, service employees, office clerical employees, guards and all supervisors as defined in Section 2(11) of the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

2. At all times on and after September 20, 1965, the Union has been, and still is, the exclusive representative of all the employees within said appropriate unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment, within the meaning of Section 9(a) of the Act.

3. By refusing to recognize and bargain with General Teamsters, Chauffeurs, Warehousemen and Helpers,

reason for Respondent's refusal to bargain, there is no requirement that the complaint must contain such an allegation. *John P. Serpa, Inc.*, 155 NLRB No. 12 (p. 2); *H. & W. Construction Company, Inc.*, 161 NLRB No. 77 (pp. 6-7). As found in the text, the General Counsel has satisfied his burden in this case.

Building Materials, Heavy & Highway Construction Employees, Local No. 404, an affiliate of International Brotherhood of Teamsters, as the exclusive representative of the employees in the above-described appropriate unit, the Respondent has engaged and is engaging in unfair labor practices within the meaning of Section 8(a)(5) of the Act.

4. By the foregoing conduct and by threatening employees with the possible closing of the plant or the transfer of the weaving production, with the attendant loss of employment for the wire weavers, if they were to select the above-named labor organization as their collective bargaining representative, in the manner described in section C, *supra*, the Respondent has interfered with, restrained, and coerced its employees in the exercise of their rights guaranteed in Section 7 of the Act, and thereby has engaged and is engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

5. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

#### V. THE REMEDY.

Having found that Respondent engaged in certain unfair labor practices, I will recommend that it cease and desist therefrom and take certain affirmative action which will effectuate the policies of the Act.

Having found that Respondent refused to recognize and bargain with the Union in violation of Section 8(a)(5) and (1) of the Act, I will recommend that, upon request, Respondent recognize and bargain collectively with the

Union as the exclusive representative of all its employees in the appropriate unit with respect to rates of pay, wages, hours, and other terms and conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement. Moreover, I would recommend the same bargaining order even if the record had warranted the conclusion, contended for by Respondent, that it relied on a *bona fide* doubt of the Union's majority in refusing to bargain with the Union. As previously found, the Union represented a clear majority of the journeymen wire weavers when Respondent began its unlawful campaign directed at destroying that majority. To the extent that the election revealed a loss of union support thereafter, such loss must be found attributable to the Respondent's unfair labor practices. Therefore, effectuation of the policies of the Act would still require such a bargaining order in order properly to remedy Respondent's other unfair labor practices herein found.<sup>17</sup>

Upon the foregoing findings and conclusions and the entire record, and pursuant to Section 10(c) of the Act, I hereby issue the following:

#### RECOMMENDED ORDER.

Respondent, The Sinclair Company, Holyoke, Massachusetts, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to recognize and bargain collectively with General Teamsters, Chauffeurs, Warehousemen and

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<sup>17</sup> *Bryant Chucking Grinder Company*, 160 NLRB No. 125 (pp. 5-6).

Helpers, Building Materials, Heavy & Highway Construction Employees, Local No. 404, an affiliate of International Brotherhood of Teamsters, as the exclusive representative of its employees in the following appropriate unit with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

All journeymen wire weavers of The Sinclair Company employed at its Holyoke, Massachusetts, plant, exclusive of all other employees, all production and maintenance employees, service employees, guards and all supervisors as defined in Section 2(11) of the Act.

(b) Threatening the employees with the possible closing of the plant or the transfer of the weaving production, with the attendant loss of employment, or with any other economic reprisals, if they were to select the above-named, or any other, labor organization as their collective-bargaining representative.

(c) In any other manner interfering with, restraining, or coercing its employees in the exercise of their rights guaranteed by Section 7 of the Act.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act:

(a) Upon request, recognize and bargain collectively with the above-named labor organization as the exclusive representative of the employees in the above-described unit with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, and embody in a signed agreement any understanding reached.

(b) Post at its plant in Holyoke, Massachusetts, copies of the notice attached hereto and marked Appen-

dix A.<sup>18</sup> Copies of said notice to be furnished by the Regional Director for the First Region, shall upon being duly signed by Respondent's representative, be posted by it immediately upon receipt thereof and maintained by it for 60 consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other materials.

(c) Notify the said Regional Director in writing, within 20 days from the date of this Decision and Recommended Order, what steps the Respondent has taken to comply herewith.<sup>19</sup>

I also recommend that the complaint be dismissed insofar as it alleges violations of the Act not specifically found herein.

I further recommend that the election in Case No. 1-RC-8713, held on December 9, 1965, be set aside.

Dated at Washington, D. C., January 12, 1967.

(s) LOUIS LIBBIN  
LOUIS LIBBIN  
*Trial Examiner*

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<sup>18</sup> If these Recommendations are adopted by the Board, the words "A DECISION AND ORDER" shall be substituted for the words "THE RECOMMENDATIONS OF A TRIAL EXAMINER" in the notice. If the Board's Order is enforced by a decree of a United States Court of Appeals, the notice will be further amended by the substitution of the words "A DECREE OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER" for the words "A DECISION AND ORDER."

<sup>19</sup> If these Recommendations are adopted by the Board, this provision shall be modified to read: "Notify the Regional Director for the First Region, in writing within 10 days from the date of this Order what steps the Respondent has taken to comply herewith."

## APPENDIX A

## NOTICE TO ALL EMPLOYEES

## PURSUANT TO

THE RECOMMENDATIONS OF A TRIAL EXAMINER OF THE  
NATIONAL LABOR RELATIONS BOARD  
and in order to effectuate the policies of the  
NATIONAL LABOR RELATIONS ACT

we hereby notify our employees that:

WE WILL NOT threaten our employees with the possible closing of the plant or the transfer of the weaving production, with the attendant loss of employment, or with any other economic reprisals, if they were to select GENERAL TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS, BUILDING MATERIALS, HEAVY & HIGHWAY CONSTRUCTION EMPLOYEES, LOCAL NO. 404, AN AFFILIATE OF INTERNATIONAL BROTHERHOOD OF TEAMSTERS, or any other labor organization, as their collective-bargaining representative.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their rights guaranteed by Section 7 of the Act.

WE WILL, upon request, recognize and bargain collectively with the above-named Union as the exclusive representative of all employees in the following appropriate unit with respect to rates of pay, wages, hours of employment, and other conditions of employment, and embody in a signed agreement any understanding reached. The bargaining unit is:

All journeymen wire weavers employed at our Holyoke, Massachusetts, plant, exclusive of all other employees, all production and maintenance

employees, service employees, guards and all supervisors as defined in Section 2(11) of the Act.

THE SINCLAIR COMPANY

(Employer)

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

This Notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

If employees have any question concerning this Notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 20th Floor, John F. Kennedy Federal Building, Cambridge and New Sudbury Sts., Boston, Mass. (Tel. No. 223-3353).

BEFORE THE  
NATIONAL LABOR RELATIONS BOARD

[Caption Omitted in Printing]

DECISION AND ORDER.

On January 12, 1967, Trial Examiner Louis Libbin issued his Decision in the above-entitled proceeding, finding that Respondent had engaged in and was engaging in certain unfair labor practices, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. The Trial Examiner further found that the Respondent had not engaged in certain other unfair labor practices alleged in the complaint and recommended dismissal of these allegations. Thereafter, the Respondent filed exceptions, with a supporting brief, and the General Counsel filed a brief in support of the Trial Examiner's Decision.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National La-

bor Relations Board has delegated its powers in connection with this case to a three-member panel.

The Board has reviewed the rulings made by the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Decision, the exceptions, the briefs, and the entire record in this case, and hereby adopts the Trial Examiner's findings, conclusions, and recommendations, with the modification set out below.

#### ORDER.

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby adopts as its Order the Recommended Order of the Trial Examiner, as modified below, and orders that the Respondent, The Sinclair Company, Holyoke, Massachusetts, its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order, as herein modified:

1. Delete the word "other" from paragraph 1(c) of the Trial Examiner's Recommended Order, and substitute therefor the words "like or related. \* \* \*"

2. Delete the word "other" from the paragraph beginning "WE WILL NOT in any other manner" in Appendix A attached to the Trial Examiner's Decision, and substitute therefor the words "like or related. \* \* \*"

IT IS FURTHER ORDERED that the petition for certification of representative filed in Case No. 1-RC-8713 be, and it hereby is, dismissed, and that all prior proceedings held thereunder be, and they hereby are, vacated.

Dated, Washington, D. C., May 2, 1967.

FRANK W. McCULLOCH, *Chairman*

GERALD A. BROWN, *Member*

HOWARD JENKINS, JR., *Member*

NATIONAL LABOR RELATIONS BOARD

[SEAL]

BEFORE THE  
NATIONAL LABOR RELATIONS BOARD  
[Caption Omitted in Printing]

ORDER SUPPLEMENTING DECISION AND ORDER.

On May 2, 1967, the Board issued a Decision and Order<sup>1</sup> in the above-entitled proceeding.

IT IS HEREBY ORDERED that the said Decision and Order be, and it hereby is, supplemented as follows:

(1) By adding footnote reference 1 following the word "findings" on the fifth line of the third paragraph of page 1.

(2) By adding the following footnote at the bottom of page 1:

<sup>1</sup> Contrary to the assertion made by the Respondent, we do not read the Trial Examiner's decision as relying on the distribution of the book "The Enemy Within" as a part of the totality of the Respondent's conduct in violation of Section 8(a)(1) of the Act. In any event, we would not find the distribution unlawful in itself or in context, either as a violation of Section 8(a)(1) or as grounds for setting aside the election.

IT IS FURTHER ORDERED that the Decision and Order, as printed, shall appear as hereby supplemented.

Dated, Washington, D. C., June 16, 1967.

By direction of the Board:

OGDEN W. FIELDS,

*Executive Secretary*

<sup>1</sup> 164 NLRB No. 49.

**OPINION OF THE UNITED STATES COURT OF APPEALS  
FOR THE FIRST CIRCUIT.**

[Caption Omitted in Printing]

(July 3, 1968.)

**McENTEE, Circuit Judge.** This is a petition for enforcement of a Labor Board order issued against the respondent, The Sinclair Company. The order is based on findings that the company interfered with the organizational rights of its employees by threatening that unionization would cause them to lose their jobs and also that the company refused to bargain with the union as the representative of its employees in violation of § 8(a) (1) and (5) of the National Labor Relations Act.<sup>1</sup> The basic question is whether on the record as a whole these findings are supported by substantial evidence. *Universal Camera Corp. v. N.L.R.B.*, 340 U.S. 474 (1951).

The respondent company, whose main plant is in Holyoke, Massachusetts, was founded in 1925. It was acquired by Lindsay Wire Weaving Company of Cleveland, Ohio, in 1964 and is now a division of Lindsay. David Sinclair, son of the founder and the central figure in this litigation, continued as president under the new regime.

Briefly, the company's labor relations background is as follows. From 1933 to 1952 its journeymen and apprentice wire weavers were represented by a union known as the American Wire Weavers Protective Association. (A.W.W.P.A.) This relationship terminated in 1952 after A.W.W.P.A. called a strike that lasted some thirteen weeks. From 1952 to 1965 the employees were not represented by any union.

<sup>1</sup> Accordingly, the Board ordered the company to cease and desist from its unfair labor practices, to bargain upon request, with the union as the authorized representative of its wire weavers, and to post appropriate notices.

Early in July 1965<sup>2</sup> the Teamsters Union began organizing the employees.<sup>3</sup> By letter dated September 20, Teamsters Local 404 notified the company that it represented a majority of its journeymen wire weavers and apprentices; requested that the company bargain with it and made the usual offer to submit the signed authorization cards for authentication.<sup>4</sup> The company refused to recognize the union. Local 404 filed a representation petition. The parties stipulated to a Board conducted election among the wire weavers and said election was held on December 9. With a total of thirteen ballots cast the union lost by a vote of seven to six. Thereupon it petitioned the Board to set aside the election and filed the unfair labor practice charges here involved. Adopting the findings of the trial examiner, the Board set aside the election and entered an unfair labor practice order. The issue revolves around the pre-election conduct of the company's president.

In July when Sinclair learned of the union's efforts he immediately addressed the employees in separate groups, with the view to dissuading them from joining the union.<sup>5</sup>

<sup>2</sup> All dates hereinafter mentioned, unless otherwise indicated, to the year 1965.

<sup>3</sup> Sometime between 1952 and 1965 A.W.W.P.A. merged or affiliated with the Teamsters Union.

<sup>4</sup> At that time the union had authorization cards from eleven of the company's fourteen journeymen wire weavers. There were no apprentices.

<sup>5</sup> He reminded them, particularly the wire weavers, that the last union had a long strike that almost put the company out of business, and that the company has been on "thin ice" ever since. Sinclair also told them that "A strike could lead to the closing of the plant." Continuing in this vein he indicated that wire weaving offered only limited job opportunities and in view of their age and lack of education, new jobs would be hard to get. He then proceeded to down-grade the Teamsters Union and con-

On November 2, and again on November 5, he sent them letters vigorously opposing the union.<sup>6</sup>

We now come to the period directly involved in the Board's findings.<sup>7</sup> Two or three weeks before the scheduled election, Sinclair embarked upon an intensive campaign to induce the wire weavers to reject the union. His first message consisted of a letter or pamphlet illustrated with drawings and entitled "Who Would Buy The Groceries \* \* \* While You Walk The Teamsters Picket Line?" Its dominant theme was "Do You Want Another 13-Week Strike?"<sup>8</sup> Among other things, the pamphlet emphasized that the union has but one weapon—a strike; that the Teamsters Union is a "strike happy outfit"; that

cluded by saying that in merging with Lindsay the company had been given a second chance but that Lindsay didn't need the company's wire cloth production and in the event of a strike could satisfy its needs elsewhere.

<sup>6</sup> In the first of these letters Sinclair indicated that employees who signed cards could still vote against the union. He also told them that nothing the Teamsters or any other union could offer would increase their job security and ended with the warning that the company was still on "thin ice" and that it didn't make sense for the company to meet unreasonable union demands which could result in further losses "and eventually the closing of the plant."

The November 5 letter reviewed the poor earnings history of the company; stated that the new ownership was interested in "profits and not pressure"; that the Teamsters Union can only deliver pressure—the threat of a strike; that the new management had no ties in Holyoke or Massachusetts and he "did not believe the threat of a strike will cause the new owners any loss of sleep" but "a long strike would be bad for me because I would like to continue to live in Holyoke."

<sup>7</sup> While the Board took into account the company's prior conduct as background, its findings were based on the company's activities during the period from November 8, when the instant representation petition was filed, and December 9, the date the election was held.

<sup>8</sup> A majority of the wire weavers had participated in the 1952 strike.

it can again close the wire weaving department and the entire plant by a strike and that only the striking employees and the company, not the union organizers, would be hurt. On November 30 he followed up with a similar letter to the wire weavers reminding them again of the disastrous effects of the long 1952 strike on both the company and the employees. He also stated that "a strike can still close the Holyoke plant." The very next day (December 1) Sinclair sent the wire weavers a third communication containing more of the same, listing the misdeeds of several top Teamsters officials, denouncing the union and its tactics and urging the wire weavers to vote "No" in the election.

Next came a four page leaflet dated December 7, entitled "Let's Look At The Record" and illustrated with a cartoon. This leaflet purported to be an obituary of the companies in the Holyoke-Springfield area that allegedly had fallen victim to union demands and had gone out of business, eliminating some 3500 jobs in the area. The leaflet concluded by suggesting that the wire weavers drive past these plants before making their decision to vote for the union. The day before the election another handbill entitled "Vote Right—Avoid Strikes" was passed out by the company. In graphic form it set out several supposedly beneficial effects of voting "No" in the election and ended with a scathing attack on high Teamsters officials and the union itself. That same afternoon the president personally addressed the wire weavers in a final appeal to reject the union. Again he mentioned union corruption and reminded his hearers of the company's precarious financial condition. In his closing plea, Sinclair again told the wire weavers of the unlikelihood of their

obtaining other employment because of their age and limited education. It also appears that Sinclair talked personally to about ten of the fourteen wire weavers between July and December 9 in an effort to persuade them not to vote for the union.

An employer violates § 8(a) (1) of the Act if in communicating with his employees during a union organizational campaign preceding an election he makes promises of benefits, threats of loss, or reprisal for their vote. *Wausau Steel Corp. v. N.L.R.B.*, 377 F.2d 369, 372 (7th Cir. 1967). The respondent defends on the ground that in making the pre-election statements above mentioned it was merely informing its employees of the facts; that it made no untrue statements; that these statements considered separately are lawful and this being so, the combination of them could not result in illegal conduct. The problem is not as simple as that. Conveyance of the employer's belief, even though sincere, that unionization will or may result in the closing of the plant is not a statement of fact, unless, which is most improbable, the eventuality of closing is capable of proof. The employer's prediction must be in terms of demonstrable "economic consequences." *Surprenant Mfg. Co. v. N.L.R.B.*, 341 F.2d 756, 761 (6th Cir. 1965). Moreover, in considering coercive effect the test is the totality of the circumstances. *N.L.R.B. v. Kolmar Laboratories, Inc.*, 387 F.2d 833, 837 (7th Cir. 1967). *Daniel Construction Co. v. N.L.R.B.*, 341 F.2d 805 (4th Cir.), cert. denied, 382 U.S. 831 (1965); *N.L.R.B. v. Wagner Iron Works*, 220 F.2d 126, 139 (7th Cir. 1955), cert. denied, 350 U.S. 981 (1956).

As stated in *N.L.R.B. v. Kropp Forge Co.*, 178 F.2d 822, 828-29 (7th Cir. 1949), cert. denied, 340 U.S. 810 (1950):

"A statement \* \* \* might seem \* \* \* perfectly innocent \* \* \*, including neither a threat nor a promise. But, when the same statement is made by an employer to his employees, and we consider the relation of the parties, the surrounding circumstances, related statements and events and the background of the employer's actions, we may find that the statement is a part of a general pattern which discloses action by the employer so coercive as to entirely destroy his employees' freedom of choice and action. \* \* \* If, when so considered, such statements form a part of a general pattern or course of conduct which constitutes coercion and deprives the employees of their free choice guaranteed by Section 7, such statements must still be considered as a basis for a finding of unfair labor practice."

It is evident that Sinclair's communications were designed to impress upon the wire weavers (1) that the 1952 strike had left the company in a state of continuing financial difficulty; (2) that the union's only weapon is a strike and the Teamsters Union is a "strike happy outfit"; (3) that another strike could, and in his opinion would, close the plant and (4) that it would be difficult for the wire weavers because of their age and limited education to secure other employment. Whether an employer has used language that is coercive in its effect is a question essentially for the specialized experience of the Board. *Daniel Construction Co. v. N.L.R.B.*, *supra*. The Board found

"that the series of letters, pamphlets, leaflets, and speeches from and by President Sinclair, hereinabove described, taken together and considered as a whole, reasonably tended to convey to the employees the belief or impression that selection of the Union in the forthcoming election could lead Respondent to close

its plant, or to the transfer of the weaving production, with the resultant loss of jobs to the wire weavers."

The Board also found that the aforesaid conduct interfered with the employees' exercise of a free and untrammelled choice in the election.<sup>9</sup>

On the record before us we think there is substantial evidence to support these findings. Also, it is clear that under the circumstances the company must take the responsibility for the pre-election conduct of its president. *Daniel Construction Co. v. N.L.R.B.*, *supra*. In *N.L.R.B. v. Freeport Marble & Tile Co.*, 367 F. 2d 371 (1st Cir. 1966), we held that respondent having made threats of economic consequences to its business in case of unionization has the burden of proving justification. The company has not met its burden here.

Also, we think the Board's finding that in refusing to bargain with the union the respondent violated § 8(a)(5) and (1) of the Act is supported by substantial evidence. The company contends that it refused to recognize and bargain with the union for the following reasons: (1) that it had a good faith doubt that Teamsters Local 404 represented an uncoerced majority of the weaving department employees; (2) that authorization cards are an unreliable means for determining the union's majority status, and (3) that it expected there would be questions concerning the appropriate bargaining unit which should be determined by the Board. In its consent to the election respondent agreed that the wire weavers group constituted an appropriate unit. Furthermore, the company does not dispute that on September 20 when Local 404 requested

<sup>9</sup> See n. 7.

recognition for this group it had valid authorization cards for at least ten of the fourteen wire weavers. A good faith doubt is not established merely by assertion but must have some reasonable or rational basis in fact. *N.L.R.B. v. Superior Sales, Inc.*, 366 F. 2d 229, 237 (8th Cir. 1966). Here the company made no attempt to discover what the actual card situation was when the union requested recognition for the wire workers unit. We therefore conclude that the company made no real showing of good faith doubt either as to the union's majority status or as to the appropriateness of the bargaining unit. Instead of recognizing the union on the basis of its admitted card majority the company insisted on an election—as the Board found, in order to gain time in which to dissipate the union's majority. In view of the company's unlawful interference with the employees' rights during the pre-election campaign, we think the Board acted within its discretion in setting aside the election and in ordering the company to bargain. *N.L.R.B. v. Southbridge Sheet Metal Works, Inc.*, 380 F. 2d 851 (1st Cir. 1967).

Actually what the company is contending here is that signed authorization cards are so unreliable that it has a right to reject a request for recognition based on them and insist upon an election. We have already rejected this proposition in this circuit. *N.L.R.B. v. Whitelight Products*, 298 F. 2d 12 (1st Cir.), *cert. denied*, 369 U. S. 887 (1962). See *N.L.R.B. v. Southbridge Sheet Metal Works, Inc.*, *supra*. The representation status of a union may be shown by means other than an election. *Mine Workers v. Arkansas Flooring Co.*, 351 U. S. 62, 71-72 (1956).

In the instant case there is undisputed evidence of the union's majority status long prior to the election. It is

reasonable to conclude that this status was dissipated by the company's unlawful interference with the employees' Section 7 rights, thus tainting the December 9 election. In these circumstances we think the Board was warranted in entering a bargaining order rather than ordering a new election. *Wausau Steel Corp. v. N.L.R.B., supra.*

Finally, we see no merit in the company's contention that the Board's order is invalid in that it fails to specify the conduct it purports to proscribe.

*The order will be enforced.*

**ORDER OF THE UNITED STATES COURT OF APPEALS  
FOR THE FIRST CIRCUIT.**

[Caption Omitted in Printing]

(July 3, 1968.)

This cause came on to be heard upon Petition for Enforcement of an Order of the National Labor Relations Board, and was argued by Counsel.

Upon consideration whereof, it is now here ordered, adjudged, and decreed as follows: The Order of the National Labor Relations Board of May 2, 1967, is hereby affirmed and enforced.

SUPREME COURT OF THE UNITED STATES  
WASHINGTON, D.C. 20543

December 17, 1968

[Caption Omitted in Printing]

ORDER

\* \* \*

The petition for a writ of certiorari is granted. The case is placed on the summary calendar and set for oral argument immediately following Nos. 573 and 691.

\* \* \*

[Subscription Omitted in Printing]

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